

# Request for Proposals



Department of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-684-1681 TTY Relay: 711

**Advertised Date:** February 16, 2006

**RFP Title:** Dental and Vision Services

**RFP Number:** RFP 06-016 OB

**Due Date:** March 16, 2006 - 2:00 P.M.

**Buyer:** Ovita Bonadie, [ovita.bonadie@metrokc.gov](mailto:ovita.bonadie@metrokc.gov), 206-684-1055

*This Contract will be funded in part by the Federal Transit Administration (FTA). Neither FTA nor the Federal Government is party to any sub-agreement nor to any solicitation or requests for proposals.*

A Pre-proposal Conference will be held at 10:00 a.m. (PST) on **March 2, 2006**, at the Exchange Building, 821 Second Ave, 6<sup>th</sup> Floor Conference Room 6A, Seattle, Washington. All prospective Proposers are strongly encouraged to attend in person

Proposals are hereby solicited and will **ONLY** be received by:

**King County Procurement Services Section**  
**Exchange Building, 8<sup>th</sup> Floor**  
**M/S EXE-ES-0871**  
**821 Second Avenue**  
**Seattle, WA 98104-1598**

Office Hours: 8:00 a.m. - 5:00 p.m.  
Monday - Friday

**Contract Number:** \_\_\_\_\_

**Federal Tax ID:** \_\_\_\_\_

**Amount:** \_\_\_\_\_

**Duration:** \_\_\_\_\_

**Services Provided:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Requesting Dept.:** \_\_\_\_\_

**Fund Source:** \_\_\_\_\_

**To:** \_\_\_\_\_

**This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.**

## CONTRACT

THIS CONTRACT, made this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, by and between King County, Washington, (hereinafter "County") and \_\_\_\_\_ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

**RFP No.: 06-016OB**

**Contract Title: DENTAL AND VISION SERVICES**

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the goods and Services in a timely manner and that its Proposal includes all of the functions and features required for the goods and Services; and

WHEREAS, the County has accepted the Contractor's offer to Provide the goods and Services in accordance with the Contract's terms, Specifications and Proposal documents;

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and Services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the Contract price Provided herein for the supply of the goods and Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence; Change Orders; the Contract Document which includes: Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Federal Transit Administration (FTA) Requirements, Specifications, Contract Administration, Introduction, Attachments **B)** Price Proposal, **C)** Equal Benefits Compliance Declaration, **D)** Personnel Inventory Report, **E)** Affidavit and Certificate of Compliance, **I)** Certificate of Lobbying Activities, **J)** Disclosure Form to Report Lobbying and Instructions, **K)** Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions, **L)** Certification Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions, **M)** Consultant Disclosure Form, **N)** 504/ADA Assurance of Compliance, RFP Addenda; Request for Proposals; Best and Final Offer; and the Proposal.

**COMPANY NAME:** \_\_\_\_\_

**ACCEPTED BY:** \_\_\_\_\_

**KING COUNTY APPROVED BY:** \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
*Name and Title (Print or Type)*

\_\_\_\_\_  
*Name and Title (Print or Type)*

**DATE ACCEPTED:** \_\_\_\_\_

**DATE APPROVED:** \_\_\_\_\_



**King County**

**ATTACHMENT B**

**PRICE PROPOSAL FOR RFP No.: 06-016OB**

**RFP SUBJECT: DENTAL AND VISION SERVICES**

## TABLE OF CONTENTS

|  |            |
|--|------------|
| <b>CONTRACT .....</b>  | <b>II</b>  |
| <b>ATTACHMENT B .....</b>  | <b>III</b> |
| <b>TABLE OF CONTENTS .....</b>   | <b>IV</b>  |
| <b>1 SECTION -PROPOSAL PREPARATION .....</b>                               | <b>1</b>   |
| 1.1 Introduction .....   | 1          |
| 1.2 Proposal Submission .....  | 1          |
| 1.3 Proposal Signature.....  | 1          |
| 1.4 Addenda.....   | 1          |
| 1.5 Schedule .....   | 1          |
| 1.6 Inquiries.....   | 2          |
| 1.7 Preproposal Conference .....   | 2          |
| 1.8 Interpretation of Proposal and Contract Documents .....                | 2          |
| 1.9 Examination of Proposal and Contract Documents .....                   | 2          |
| 1.10 Cost of Proposals.....  | 2          |
| 1.11 Modification or Withdrawal of Proposals Prior to Submittal Date ..... | 2          |
| 1.12 Errors and Administrative Corrections .....                           | 3          |
| 1.13 Prompt Payment Discount .....   | 3          |
| 1.14 Postponement or Cancellation of Request for Proposal .....            | 3          |
| 1.15 Compliance with RFP Terms and Attachments.....                        | 3          |
| 1.16 Proposal Requirements.....  | 3          |
| 1.17 Collusion .....   | 4          |
| 1.18 Rejection of Proposals .....  | 4          |
| 1.19 Proposal Price and Effective Date .....                               | 5          |
| 1.20 Procedure When Only One Proposal Is Received .....                    | 5          |
| 1.21 Protest Procedures .....  | 5          |
| 1.22 Proposal Alternatives .....   | 6          |
| 1.23 Supported Employment Program.....                                     | 7          |
| <b>2 SECTION -PROPOSAL EVALUATION AND CONTRACT AWARD .....</b>             | <b>8</b>   |
| 2.1 General .....  | 8          |
| 2.2 Changes in Requirements.....   | 8          |
| 2.3 Proposal Evaluation .....  | 8          |
| 2.4 Evaluation of Responsiveness and Responsibility .....                  | 8          |
| 2.5 Scoring and Evaluation Criteria.....                                   | 10         |
| 2.6 Competitive Range.....   | 11         |
| 2.7 Negotiations .....   | 11         |
| 2.8 Contract Award .....   | 11         |
| 2.9 Insurance Requirements .....   | 11         |
| 2.10 Execution of Contract and Notice to Proceed .....                     | 11         |
| 2.11 Public Disclosure of Proposals.....                                   | 11         |
| <b>3 SECTION -STANDARD CONTRACTUAL TERMS AND CONDITIONS .....</b>          | <b>12</b>  |
| 3.1 Administration .....   | 12         |

|          |  |           |
|----------|--|-----------|
| 3.2      | Change Orders.....   | 12        |
| 3.3      | Cost/Price Analysis .....  | 12        |
| 3.4      | Termination for Convenience/Default/Non-Appropriation.....                     | 12        |
| 3.5      | Force Majeure .....  | 13        |
| 3.6      | Payment Procedures.....  | 14        |
| 3.7      | Washington State Sales Tax.....  | 14        |
| 3.8      | Taxes, Licenses, and Certificate Requirements.....                             | 14        |
| 3.9      | Price Warranty .....   | 15        |
| 3.10     | Defective Work, Materials or Services .....                                    | 15        |
| 3.11     | No Waiver of Warranties and Contract Rights .....                              | 15        |
| 3.12     | Assignment .....   | 15        |
| 3.13     | Indemnification and Hold Harmless .....  | 15        |
| 3.14     | Applicable Law and Forum.....  | 16        |
| 3.15     | Conflicts of Interest and Non-Competitive Practices.....                       | 16        |
| 3.16     | Disputes, Claims and Appeals .....   | 16        |
| 3.17     | Mediation and Arbitration .....  | 17        |
| 3.18     | Retention of Records, Audit Access and Proof of Compliance with Contract ..... | 17        |
| 3.19     | Other Public Agency Orders .....   | 18        |
| 3.20     | Recycled Products Policy.....  | 18        |
| 3.21     | Conflicts of Interest - Current and Former Employees.....                      | 18        |
| 3.22     | Non-Discrimination and Equal Employment Opportunity .....                      | 19        |
| 3.23     | Disadvantaged Business Enterprise (DBE) Participation.....                     | 22        |
| 3.24     | Non-Discrimination in Benefits to employees with Domestic Partners.....        | 23        |
| 3.25     | Health Insurance Portability and Accountability Act (HIPAA).....               | 23        |
| <b>4</b> | <b>SECTION -SPECIFIC CONTRACTUAL TERMS AND CONDITIONS.....</b>                 | <b>24</b> |
| 4.1      | Contract Documents and Precedence .....  | 24        |
| 4.2      | Contract Term .....  | 24        |
| 4.3      | Notices .....  | 24        |
| 4.4      | Contract Agreement.....  | 24        |
| 4.5      | Purchase Orders .....  | 24        |
| 4.6      | Shipping Charges.....  | 25        |
| 4.7      | Cost Mark-Up .....   | 25        |
| 4.8      | Direct Costs Related to Additional Work .....                                  | 25        |
| 4.9      | Guarantee/Warranty.....  | 26        |
| 4.10     | Nondisclosure of Data.....   | 26        |
| 4.11     | Non-Disclosure Obligation .....  | 27        |
| 4.12     | Public Disclosure Requests .....   | 27        |
| 4.13     | Disclosure .....   | 27        |
| 4.14     | Changed Requirements .....   | 27        |
| 4.15     | Counterparts .....   | 27        |
| 4.16     | Severability.....  | 28        |
| <b>5</b> | <b>SECTION -INSURANCE REQUIREMENTS .....</b>                                   | <b>29</b> |
| 5.1      | Evidence and Cancellation of Insurance.....                                    | 29        |
| 5.2      | Insurance Requirements .....   | 29        |

|   |           |
|---|-----------|
| <b>6 SECTION -FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS.....</b>                  | <b>32</b> |
| 6.1 Applicability and Federal Grant Contract .....  | 32        |
| 6.2 No Federal Government Obligations to Third Parties .....                              | 32        |
| 6.3 Disadvantaged Business Enterprise (DBE) Participation.....                            | 32        |
| 6.4 Equal Employment Opportunity .....  | 32        |
| 6.5 Title VI Compliance .....   | 33        |
| 6.6 Labor Provisions - Non-Construction Contracts.....                                    | 34        |
| 6.7 Cargo Preference - Use of U.S. Flag Vessels or Air Carriers .....                     | 35        |
| 6.8 Audit and Inspection of Records .....   | 35        |
| 6.9 FTA Protest Procedures.....   | 35        |
| 6.10 Privacy .....  | 36        |
| 6.11 Access Requirements for Individuals with Disabilities.....                           | 36        |
| 6.12 Interest of Members of or Delegates of Congress.....                                 | 37        |
| 6.13 Certification Regarding Debarment, Suspension and Other Responsibility Matters ..... | 37        |
| 6.14 Subcontractors' Certification Regarding Debarment, Suspension or Ineligibility ..... | 37        |
| 6.15 Disclosure of Lobbying Activities.....   | 38        |
| 6.16 Anti-Kickback .....  | 38        |
| 6.17 False or Fraudulent Statements or Claims.....  | 38        |
| 6.18 Conservation .....   | 39        |
| 6.19 Air Pollution .....  | 39        |
| 6.20 Environmental Requirements.....  | 39        |
| 6.21 Preference for Recycled Products .....   | 40        |
| 6.22 Termination Provisions Required .....  | 40        |
| 6.23 Breach Provisions Required.....  | 40        |
| 6.24 Incorporation of FTA Terms .....   | 41        |
| <b>7 SECTION -TECHNICAL SPECIFICATIONS.....</b>   | <b>42</b> |
| 7.1 RFP Purpose.....  | 42        |
| 7.2 Background and Introduction .....   | 42        |
| 7.3 Proposal Objectives and Specifications .....  | 42        |
| 7.4 Dental Plan Design .....  | 45        |
| 7.5 Vision Plan Design .....  | 47        |
| <b>8 SECTION -PROPOSAL QUESTIONS .....</b>  | <b>48</b> |
| 8.1 General .....   | 48        |
| 8.2 Questionnaire.....  | 50        |
| 8.3 Appendix A - Census Data, Covered Groups, and Utilization History.....                | 74        |
| 8.4 Appendix B - King County Business Associate Agreement .....                           | 75        |
| 8.5 Appendixes for RFP 06-016 OB.....   | 75        |
| Appendix A – Dental Census .....  | 75        |
| Appendix A – Dental Census .....  | 75        |
| Appendix B – King County Business Associate Agreement .....                               | 75        |
| Appendix C-1 Regular and Local 587 Dental Plan .....                                      | 76        |
| Appendix C-2 Regular and Local 587 Dental SMM 2006 .....                                  | 76        |
| Appendix C-3 Deputy Sheriffs Dental Plan .....  | 76        |
| Appendix C-4 Deputy Sheriffs Dental SMM 2006.....   | 76        |

|  |    |
|--|----|
| Appendix D-1 Regular and Local 587 Vision Plan.....  | 76 |
| Appendix D-2 Regular and Local 587 Vision 2006 SMM.....  | 76 |
| 8.6 Exhibits referred to in this RFP can be downloaded from the following URL addresses: ..... | 76 |
| Exhibit A Dental Disruption .....  | 76 |
| Exhibit B Dental Discounts.....  | 76 |
| Exhibit C Vision Discounts .....   | 76 |

## DEFINITION OF WORDS AND TERMS

Words and terms Shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms Shall have the meanings indicated. The meanings Shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance: Formal action of the County in determining that the Contractor's Work has been completed in accordance with the Contract.

Act of Nature: A cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone.

Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the Contract documents issued by the County during the Proposal period and prior to the date and time established for submittal of Proposals.

Best and Final Offer: Best and Final Offer Shall consist of the Proposer's revised Proposal, the supplemental information and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last Will govern.

Buyer: Individual designated by King County to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during Contract performance.

Change Order: Written order issued by the County, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Services or Work under the Contract as set forth on Page i of this document.

Contract Administrator: The individual designated by the County to administer the Contract and be the Contractor's primary point of contact. The Contract administrator Will approve orders, receipts, invoices and document the Contractor's performance. This Person may be the Project Manager.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services under the Contract.

Contract Period: The period of time during which the Contractor Shall perform the Services or Work under the Contract.

Contract Time: Number of calendar Days and/or the intermediate and final completion dates stated in the Contract documents for the completion of the Work specified herein.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint venturers, Contracting with the County for the performance of Services or Work under the Contract.

Contractor's Representative: The individual designated in writing by the Contractor to act on its behalf under this Contract.

Cost Analysis: The review and evaluation of the separate cost elements and proposed profit of the Vendor's/Contractor's cost or pricing data. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which the proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFP that the County Will examine to determine the Proposers understanding of the requirements; technical, business and management approach; key Personnel; qualification and experience of the Proposer; potential for successfully accomplishing the Contract; risk allocation and the probable cost to the County.

Day: Calendar Day.

Executive: King County Executive



Month: The period commencing on the first Day of a calendar Month and ending on the first Day of the next succeeding calendar Month.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration. This Contract may be part of a larger County project.

Proposal Evaluation Team (PET): Team of people appointed by the County to evaluate the Proposals, conduct discussions, call for Best and Final Offers, score the Proposals and make recommendations.

Proposed Work Change (PWC): A written document issued by the Project Manager, or his/her designee, to the Proposer identifying contemplated changes in the Work and requesting a price estimate from the Contractor; such a document Shall not be interpreted or construed to constitute a Change Order.

Proposer: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a Proposal to perform the Work.

Proposer's Representative: The individual designated in writing by the Proposer to act on its behalf under this Contract.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

RFP: Request for Proposals. Also known as the solicitation document.

Reference Documents: Reports, Specifications, and drawings which are available to Proposers for information and reference in preparing Proposals but not as part of this Contract.

Services: The furnishing of labor, time or effort by a Contractor, not involving the delivery of any specific end product. Work performed to meet a demand, especially Work not connected with a manufacturing process.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or the County, as applicable, and means that the Contractor or the County, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of Services to be performed or of the technical requirements to be fulfilled under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information which is submitted to the Project Manager in accordance with the Technical Specifications.

Subsection: For reference or citation purposes, Subsection Shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator

Work: Everything to be done and Provided for the fulfillment of the Contract.

Workaround: A change in the procedures followed or data supplied to avoid an Error without significantly impairing performance of the Software or Services.

**INTRODUCTION  
DENTAL AND VISION SERVICES  
RFP # 06-016OB**

**1 SECTION - PROPOSAL PREPARATION**

**1.1 Introduction**

This Request for Proposal (RFP) is issued by King County for purposes of requesting proposals to provide services as described in Section 7, which will provide Dental and Vision Services for the King County/Metro consolidated employee benefit program.

**1.2 Proposal Submission**

Proposals Shall contain all required attachments and information, be sealed and submitted to King County (hereinafter "County"), Procurement and Contract Services Section, Mailstop EXC-FI-0871, Eighth Floor, Exchange Building, 821 Second Avenue, Seattle, Washington 98104-1598 no later than 2:00 p.m. Seattle time on March 16, 2006.

The County reserves the right to request oral interviews, additional information, site visits, or any other type of clarification of Proposal information it deems necessary to evaluate Proposals.

**1.3 Proposal Signature**

Each Proposal Shall be signed by the Proposer or the Proposer's authorized representative and include the Proposer's address. If the Proposal is made by an individual, the name, signature and post office address must be shown; if made by a partnership or joint venture, the name and post office address of the partnership or joint venture and the signature of at least one of the general partners or authorized joint venture partners must be shown; if made by a corporation, the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the Person who signs on behalf of the corporation must be shown.

**1.4 Addenda**

Each Proposal Response Form, Attachment A, Shall include acknowledgment of receipt and review of all Addenda issued during the Proposal period.

**1.5 Schedule**

| <u>Month/Day/Year</u> | <u>Event</u>  |
|-----------------------|---|
| February 16, 2006     | Public announcement of Request for Proposals                    |
| February 24, 2006     | Pre-proposal questions due, in writing                          |
| March 2, 2006         | Pre-proposal conference (See Section 1.7 for time and location) |
| March 9, 2006         | Last questions due, in writing, per Section 1.8                 |
| March 16, 2006        | Proposals due   |
| March 17, 2006        | Evaluation/Negotiation of Proposals begins.                     |

During evaluations/negotiations, firms with Proposals judged unacceptable Will be notified that they Will not be considered further.

\*June 1, 2006      Vendor Selection and Execute Contract  
\*January 1, 2007    Issue Notice to Proceed

**\*Note:** Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

## **1.6 Inquiries**

Inquiries concerning the procurement process Shall be directed to Ovita Bonadie at e-mail address: [ovita.bonadie@metrokc.gov](mailto:ovita.bonadie@metrokc.gov) at phone number 206-684-1055 or FAX number 206-684-1470 or in writing to the County's Procurement & Contract Services Section, Eighth floor, Exchange Building, Mailstop EXC-FI-0871, 821 Second Avenue, Seattle, Washington 98104-1598.

Communications concerning this procurement, with other than the listed County staff may cause the firm to be subject to disqualification by the Manager of Procurement Services or designee.

## **1.7 Preproposal Conference**

A preproposal conference will be held on March 2, 2006 at 10:00 a.m. at Exchange Building, 821 Second Ave, 6<sup>th</sup> Floor Conference Room 6A, Seattle, Washington. All prospective Proposers are strongly encouraged to attend. Prospective Proposers should submit written questions to the Buyer no later than February 24, 2006. Copies of questions with answers along with responses from the preproposal conference Will be sent to everyone who received an RFP.

## **1.8 Interpretation of Proposal and Contract Documents**

No oral interpretations as to the meaning of the RFP Will be made to any Proposer. Requests for a written interpretation Shall be made in writing and delivered or faxed to the Buyer at the County's Procurement Services Division at the address indicated in Section 1-6 at least seven (7) calendar Days before the date established for submitting Proposals. Any interpretation deemed necessary by the County Will be in the form of an addendum to the RFP and when issued Will be delivered as promptly as is practicable to all parties to whom the RFP has been issued. All Addenda Shall become part of the RFP and any subsequently awarded Contract. Proposers Shall not rely upon any oral statements or conversations, whether at the pre-proposal conference, if any, or otherwise, they may have with County employees or third parties regarding the RFP.

## **1.9 Examination of Proposal and Contract Documents**

The submission of a Proposal Shall constitute an acknowledgment upon which the County may rely that the Proposer has thoroughly examined and is familiar with the RFP, including any Work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and Services to be Provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, Work sites, statutes, regulations, ordinances or resolutions Shall in no way relieve the Proposer from any obligations with respect to it's Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation Will be allowed which is based upon a lack of knowledge or misunderstanding of this RFP, Work sites, statutes, regulations, ordinances or resolutions.

## **1.10 Cost of Proposals**

The County is not liable for any costs incurred by Proposers in the preparation, presentation, testing or negotiation of proposals submitted in response to this RFP.

## **1.11 Modification or Withdrawal of Proposals Prior to Submittal Date**

At any time before the time and date set for submittal of Proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a Person with authority as identified in Attachment A, Proposal Response Form. All Proposal modifications Shall be made in writing, executed and submitted in the same form and manner as the original Proposal.

### **1.12 Errors and Administrative Corrections**

The County Will not be responsible for any Errors in Proposals. Proposers Will only be allowed to alter Proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County. The County reserves the right to request an extension of the Proposal period from a Proposer or Proposers.

The County reserves the right to allow corrections or amendments to be made that are due to minor administrative Errors or irregularities, such as Errors in typing, transposition or similar administrative Errors.

### **1.13 Prompt Payment Discount**

Proposals offering a prompt-payment discount for payments made within twenty (20) calendar Days Will be evaluated at the discounted price.

### **1.14 Postponement or Cancellation of Request for Proposal**

The County reserves the right to cancel the RFP or change the date and time for submitting Proposals.

### **1.15 Compliance with RFP Terms and Attachments**

King County intends to award a Contract based on the terms, conditions and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions. Proposers Shall submit Proposals which respond to the requirements of the RFP. An exception is not a response to a Proposal requirement. If an exception is taken, a "Notice of Exception" must be submitted with the Proposal. The "Notice of Exception" must identify the specific point or points of exception and Provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions and ttachments may result in rejection of the Proposal.

The County may, at its sole discretion, determine that a Proposal with a Notice of Exception merits evaluation. A Proposal with a Notice of Exception not immediately rejected may be evaluated, but its competitive scoring Will be reduced to reflect the importance of the exception. Evaluation and negotiation Will only continue with the Proposer if the County determines that a Contract in the best interest of the County may be achieved.

### **1.16 Proposal Requirements**

A. The Proposal Shall contain the following items and follow the exact sequence outlined below:

1. Executive Summary or Overview of Proposal (Tab 1).
2. RFP questions and responses as listed in Section 8 (Tab 2).
3. Attachments (Tab 3):

Attachment B - Price Proposal

Attachment I - Certificate of Lobbying Activities - Sign and submit with Proposal.  
[http://www.metrokc.gov/procurement/documents/IBIS\\_Attachments/ATTACHMENTI\\_CertificateLobbyingActivities.doc](http://www.metrokc.gov/procurement/documents/IBIS_Attachments/ATTACHMENTI_CertificateLobbyingActivities.doc)

Attachment J - Disclosure Form to Report Lobbying and Instructions - Complete as appropriate, sign and submit with Proposal.  
[http://www.metrokc.gov/procurement/documents/IBIS\\_Attachments/ATTACHMENTJ\\_DisclosureForm\\_ReportLobbying.doc](http://www.metrokc.gov/procurement/documents/IBIS_Attachments/ATTACHMENTJ_DisclosureForm_ReportLobbying.doc)

4. Exhibits and other materials specifically requested in the Questionnaire (Tab 4).
  5. Do not include brochures, booklets, or other sales material not specifically requested with the proposal.
- B. Submit eight (8) copies of the Proposal, each in a 3-ring binder. Each binder should also include a CD of Proposal contents, per instructions in Section 8.
- C. The following attachments will be required if selected:
- Attachment C - Equal Benefits Worksheet and Declaration Form.  
[http://www.metrokc.gov/procurement/documents/U\\_042\\_EB\\_Worksheet\\_Declaration.pdf](http://www.metrokc.gov/procurement/documents/U_042_EB_Worksheet_Declaration.pdf)
  - Attachment D - Personnel Inventory Report.  
[http://www.metrokc.gov/procurement/documents/IBIS\\_Attachments/ATTACHMENTD\\_Personnel\\_Inventory.doc](http://www.metrokc.gov/procurement/documents/IBIS_Attachments/ATTACHMENTD_Personnel_Inventory.doc)
  - Attachment E - Affidavit and Certificate of Compliance.  
[http://www.metrokc.gov/procurement/documents/IBIS\\_Attachments/ATTACHMENTE\\_CertificateofCompliance.doc](http://www.metrokc.gov/procurement/documents/IBIS_Attachments/ATTACHMENTE_CertificateofCompliance.doc)
  - Attachment K - Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions. Signed by Contractor after award.  
[http://www.metrokc.gov/procurement/documents/IBIS\\_Attachments/ATTACHMENTK\\_Certification\\_Debarment.doc](http://www.metrokc.gov/procurement/documents/IBIS_Attachments/ATTACHMENTK_Certification_Debarment.doc)
  - Attachment L - Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion - Lower-Tier Covered Transactions. Signed by Subcontractors after award to the Primary Contractor.  
[http://www.metrokc.gov/finance/procurement/documents/IBIS\\_Attachments/ATTACHMENTL\\_Certification\\_Debarment.doc](http://www.metrokc.gov/finance/procurement/documents/IBIS_Attachments/ATTACHMENTL_Certification_Debarment.doc)
  - Attachment M - King County Consultant Disclosure Form - Complete, sign and submit to Buyer when requested prior to award.  
[http://www.metrokc.gov/procurement/documents/U\\_019\\_Consultant\\_Disclosure\\_Form.doc](http://www.metrokc.gov/procurement/documents/U_019_Consultant_Disclosure_Form.doc)
  - Attachment N - ADA/504 Assurance of Compliance. Complete and retain the questionnaire when notified by the Buyer. Complete the Corrective Action Plan and give to Buyer before Contract award.  
[http://www.metrokc.gov/procurement/documents/U\\_027\\_504\\_ADA\\_Compliance.doc](http://www.metrokc.gov/procurement/documents/U_027_504_ADA_Compliance.doc)

### **1.17 Collusion**

If the County determines that collusion has occurred among Proposers, none of the Proposals of the participants in such collusion Will be considered. The County's determination Shall be final.

### **1.18 Rejection of Proposals**

- A. The County reserves the right to reject any Proposal for any reason including, but not limited to, the following: any Proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity; any Proposal which has any qualification, addition, limitation or provision attached to the Proposal; any Proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work; any Proposal which is not approved as being compliant with the requirements for equal employment opportunity; any Proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the

time specified by the County; and any Proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies.

- B. In consideration for the County's review and evaluation of its Proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all Proposals, including any claim for costs incurred by Proposers in the preparation and presentation of Proposals submitted in response to this RFP.

#### **1.19 Proposal Price and Effective Date**

The Proposal price Shall include everything necessary for the prosecution and completion of the Contract including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be Provided otherwise in this RFP. Prices quoted on the Proposal Response Form Shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes Shall not be included in the Proposal price. The County Will pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges Shall be included in the Proposal price. The Proposal Shall remain in effect for 180 calendar Days after final Proposal submittal date and time. In the event of a discrepancy between the unit price and the extended amount for a Proposal item, the County reserves the right to clarify the Proposal.

#### **1.20 Procedure When Only One Proposal Is Received**

If the County receives a single responsive, responsible and advantageous Proposal, the County Shall have the right, in its sole discretion, to extend the Proposal Acceptance period for an additional sixty (60) Days and to conduct a price or cost analysis on such Proposal. The Proposer Shall promptly Provide all cost or pricing data, Documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County Shall not be obligated to accept the single Proposal; the County reserves the right to reject such Proposal or any portion thereof.

#### **1.21 Protest Procedures**

- A. Form of Protest. In order to be considered, a Protest Shall be in writing, addressed to the Manager of the King County Procurement and Contract Services Division of the Department of Finance, and include:
1. The name, address, and phone number of the Bidder or Proposer protesting, or the authorized representative of the Bidder or Proposer;
  2. The Invitation For Bid or Invitation To Bid ("IFB" or "ITB") or Request for Proposals ("RFP") Number and Title under which the Protest is submitted;
  3. A detailed description of the specific grounds for protest and any supporting Documentation. It is the responsibility of the Protesting Bidder/Proposer to supplement its Protest with any subsequently discovered documents prior to the Manager's decision;
  4. The specific ruling or relief requested; and
  5. Evidence that all Persons with a financial interest in the procurement have been given notice of the Protest or if such Persons are unknown, a statement to that effect.

- B. Who May Protest.
1. Protests based on Specifications. Any prospective Bidder/Proposer.
  2. Protests following Bid submittal. Any Bidder or Proposer submitting a response to an ITB or RFP showing a substantial financial interest in the solicitation or award of any Contract.
- C. Time to Protest. Protests based on Specifications or other terms in the RFP or ITB document which are apparent on the face of said document must be received by the County no later than ten calendar Days prior to the date established for submittal of Bids/Proposals. The County must receive protests based on other circumstances within five calendar Days after the protesting Bidder/Proposer knows or should have known of the facts and circumstances upon which the Protest is based. In no event Shall a Protest be considered if all bids are rejected or after award of the Contract.
- D. Determination of Protest. Upon receipt of a timely written Protest, the Procurement Manager Shall investigate the Protest and Shall respond in writing to the Protest prior to the award of Contract. Except as Provided below, the decision of the Procurement Manager Shall be final.
- E. Reconsideration of Manager's Decision. A financially interested Bidder or Contractor may request that a Manager's adverse decision be reviewed by the Director of the King County Department of Finance ("Director") on a reconsideration basis only. The only justifications for reconsideration are (1) new data, relevant to the underlying grounds for protest and unavailable at the time of the Protest to the Manager; or (2) the Manager made an Error of law or regulation. The following procedures Shall be followed for a reconsideration of the Manager's decision:
1. Form of Request for Reconsideration. In order to be considered, a Request for Reconsideration must be filed with the Director in writing and include:
    - a. Name, address, and telephone number of the Person protesting or their authorized representative;
    - b. A copy of the written decision of the Manager; and
    - c. Justification for a reconsideration by the Director, including all pertinent facts and law on which the Bidder or Proposer is relying.
  2. Time for filing Request for Reconsideration. The financially interested Bidder or Proposer must file the Request for Reconsideration no later than five calendar Days of receiving the Procurement Manager's decision.
  3. Review of Manager's Decision. Upon receipt of a Request for Reconsideration, the Director or his/her designee Shall review (1) the information submitted to and reviewed by the Manager and (2) the decision of the Manager, and Shall thereafter issue a final determination regarding the Request for Reconsideration. No other information Will be reviewed unless the basis for the request for reconsideration is new data.
- F. Failure To Comply. Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection thereof by the County.

## **1.22 Proposal Alternatives**

Proposals Shall address all requirements identified in this RFP. In addition, the County may consider Proposal Alternatives submitted by Proposers that Provide Enhancements beyond the RFP requirements. Proposal Alternatives may be considered if deemed to be in the County's best interests. Proposal Alternatives must be clearly identified.

### **1.23 Supported Employment Program**

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants which share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your proposal. If you have questions, or need additional information, please contact the King County ADA Coordinator, 206-296-7706 or the Business Development and Contract Compliance Section Supervisor, 206-205-0700.



## **2 SECTION - PROPOSAL EVALUATION AND CONTRACT AWARD**

### **2.1 General**

Proposals Will be evaluated and ranked by the Proposal Evaluation Team (PET) on the basis of the criteria established in this RFP. The PET Will evaluate the Proposals submitted in response to the RFP, conduct fact finding, discussions/negotiations, request Best and Final Offers and determine which Proposal is the most advantageous to the County for Contract award. The PET's recommendation is subject to review and approval.

### **2.2 Changes in Requirements**

When, either before or after receipt of Proposals, the County changes, revises, increases, or otherwise modifies its requirements, the County Shall issue a written addendum to the RFP. In considering which firms to notify of a change, the County Will consider the stage in the procurement process at which the change occurs and the magnitude of the change, as follows:

- A. If Proposals are not yet due, the addendum Will be sent to all firms that have received the RFP.
- B. If the time for receipt of Proposals has passed but Proposals have not been evaluated, the addendum Will be sent only to Proposers responding to the RFP.
- C. If the Proposals have been evaluated and classified, only those Proposals classified as in the competitive range.
- D. If a change is so substantial that it warrants substantial revision of the RFP, the County may cancel the original RFP and issue a new one, regardless of the state of the procurement process. The new solicitation Will be issued to all firms originally solicited and to any firms added to the original list.

### **2.3 Proposal Evaluation**

The PET Will evaluate each Proposal using the criteria set forth in this RFP. If deemed necessary by the PET, written and/or oral discussions may be conducted with those Proposers whose Proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and suspected mistakes may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and suspected mistakes as requested by the PET and to make the cost, pricing or technical revisions required by the resulting changes.

Upon completion of discussions, the PET may issue to all remaining potentially acceptable Proposers a request for Best and Final Offers. The request Will include notice that discussions are concluded, an invitation to submit a revised Proposal with a Best and Final Offer, and a new submittal date and time.

The County reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests.

### **2.4 Evaluation of Responsiveness and Responsibility**

Part of the evaluation process involves a determination of Responsiveness and Responsibility. The County may request that the Proposer Provide additional information, explanation and Documentation to be used in the determination. The requests for information can occur at any point in the evaluation process. The additional information Will normally be in the following subject areas:

A. Responsiveness

The County Will consider all the material submitted by the Proposer to determine whether the Proposer's offering is in compliance with the terms and conditions set forth in this RFP.

B. Responsibility

1. The County Will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is capable of and has a history of successfully completing contracts of this type. This may include requiring the Proposer to Provide references from customers who have been Provided the same or equivalent goods or Services. References Shall include the names and addresses of the parties to whom such goods or Services were Provided and the name and phone number of contact Persons with such parties.
2. The following elements Will be given consideration by the County in determining whether a Proposer is responsible:
  - a. the ability, capacity and skill of the Proposer to perform the Contract or Provide the service required;
  - b. the character, integrity, reputation, judgment and efficiency of the Proposer;
  - c. whether the Proposer has the financial resources and experience to perform the Contract properly and within the times specified;
  - d. the quality and timeliness of performance by the Proposer on previous contracts with the County and with other local governments and state and federal agencies, including, but, not limited to, the relative costs, burdens, time and effort necessarily expended by the County and such governments and agencies in securing satisfactory performance and resolving claims;
  - e. the previous and existing compliance by the Proposer with laws relating to public contracts or Services, including, but not limited to, Disadvantaged Business Enterprise (DBE) and equal employment opportunity requirements;
  - f. the history of the Proposer in filing claims and litigation on prior projects involving the County or on other public or private projects; and
  - g. such other information as may be secured having a bearing on the decision to award the Contract.

Proposers Shall furnish acceptable evidence of the Proposer's ability to perform, such as firm commitments by Subcontractors, equipment, supplies and facilities, and the Proposer's ability to obtain the necessary Personnel, when requested by the County. Refusal to Provide such information when requested Will cause the Proposal to be rejected.

3. Financial Resources

Submit proof of adequate financial resources which would be available to the Proposer for the prosecution and completion of the Work as required. When requested, the required financial information Shall include:

- a. audited financial statements such as balance sheets, statements of income, statements of cash flow and stockholders' equity for each of the three most recently completed fiscal years, including notes to financial statements, independent accountants' reports and annual reports to stockholders;
- b. Documentation of an open line of credit or other arrangement with an established bank under which adequate financing would be available for prosecution and completion of the Work called for hereunder;

- c. certification by the principal financial officer of or an independent accountant for the Proposer, stating that the Proposer has adequate financial resources for the prosecution and completion of the Work called for hereunder; and
- d. the names, addresses and telephone numbers of at least one contact in the company's principal financial or banking organization and its independent auditor.

The PET may find that the Proposer appears fully qualified to perform the Contract or it may require additional information or actions from the Proposer. In the event the PET determines that there are problems of such a nature or magnitude that it is advantageous to the County to bypass the highest scored Proposal, the PET Shall evaluate the qualifications of the next ranked Proposer for award of the Contract. A Proposer bypassed for award by the PET for whatever reason Shall have no claim for costs incurred including, but not limited to, presentation costs, Proposal preparation, the cost of providing additional information requested, or modification made either to its Proposal or internal structure or systems of the Proposer or its organization.

#### 4. Financial Reporting

The Proposer Shall Provide a current copy of its Dun and Bradstreet report if requested by the County.

## 2.5 **Scoring and Evaluation Criteria**

Each Proposal has a total possible score of 100% with the percentages assigned as follows:

| <b>Selection Criteria</b>  | <b>Weighting</b> |
|--|------------------|
| <b>Account and Member Services - Experience and Capabilities</b> | <b>35%</b>       |
| General Company Information                                      | 10%              |
| Implementation and account management                            | 8%               |
| Claims and Customer Service                                      | 10%              |
| Confidentiality and privacy                                      | 1%               |
| Plan Design  | 2%               |
| Eligibility process  | 1%               |
| Banking capabilities   | 1%               |
| Reporting Capabilities   | 2%               |
| <b>Network</b>   | <b>35%</b>       |
| Network  | 20%              |
| Provider Disruption  | 15%              |
| <b>Financial</b>   | <b>30%</b>       |
| Provider Discounts   | 14%              |
| Performance Guarantees   | 2%               |
| Price Proposal   | 14%              |

The PET Will score each Proposal on the completeness and adequacy of the Proposer's responses and on additional available relevant information. The above scoring criteria applies to both dental and vision.

## **2.6 Competitive Range**

The evaluation of proposals and subsequent testing may result in successive reductions of the number of proposals that remain in the competitive range. The firms remaining in the competitive range may be invited to participate in additional evaluations, testing, Best and Final Offer and negotiations.

## **2.7 Negotiations**

The County may enter negotiations with one or more Proposers to finalize Contract terms and conditions. In the event negotiations are not successful, the County may initiate negotiations with the next ranking Proposers or reject Proposals.

Negotiation of a Contract Will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations Will be to reach agreement on all provisions of the proposed Contract.

## **2.8 Contract Award**

Contract award, if any, Will be made by the County to the responsible Proposer whose Proposal meets the requirements of the RFP, and Will be the most advantageous to the County with respect to price, quality and other factors as evaluated by the County. The County is not required to award a Contract to the Proposer offering the lowest price. The County Shall have no obligations until a Contract is signed between the Proposer and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest.

## **2.9 Insurance Requirements**

The Proposer to whom the County awards a Contract pursuant to this RFP Shall file with the County evidence of insurance from insurer(s) satisfactory to the County certifying to the coverages of insurance set forth in this RFP. Such evidence of insurance Shall be submitted within ten (10) calendar Days of receipt of a written request from the County.

Failure by the Proposer to submit satisfactory evidence of insurance Shall result in rejection of the Proposal.

## **2.10 Execution of Contract and Notice to Proceed**

The Proposer to whom the County intends to award the Contract Shall sign the Agreement and return it to the County. Upon authorization by the County Executive, or designee, a Contract Will be issued. Upon receipt by King County of any required Documentation and Submittals by the Proposer, a Notice to Proceed may be issued, if appropriate.

## **2.11 Public Disclosure of Proposals**

Proposals submitted under this RFP Shall be considered public documents and with exceptions Provided under public disclosure laws. Proposals which are recommended for Contract award Will be available for inspection and copying by the public after the selection process has been concluded.

If a Proposer considers any portion of its Proposal to be protected under the law, the Proposer Shall clearly identify each such portion with words such as "**Confidential**," "**Proprietary**" or "**Business Secret**." If a request is made for disclosure of such portion, the County Will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County Will notify the Proposer of the request and allow the Proposer five (5) Days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County Will release the portions of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and Shall have no claim against the County on account of actions taken under such procedure.

### **3 SECTION - STANDARD CONTRACTUAL TERMS AND CONDITIONS**

#### **3.1 Administration**

This Contract is between the County and the Contractor who Will be responsible for providing the goods and/or performing the Services described herein. The County is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Specifications have not been written with this intent.

The Contractor represents that it has or Will obtain all Personnel and equipment required to perform hereunder. The Contractor's performance under this Contract may be monitored and reviewed by a Contract administrator appointed by the County. Reports and data required to be Provided by the Contractor Shall be delivered to the Contract administrator. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract Shall be addressed to the Contract administrator for response.

#### **3.2 Change Orders**

The County may, at any time, without notice to the sureties, by written order, make any change in the Work within the scope of this Contract. No oral order or conduct by the County Will constitute a Change Order unless confirmed in writing by the County.

If any Change Order causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, an equitable adjustment in the Contract price, the delivery schedule, or both Shall be made and the Contract modified in writing accordingly. Every Change Order may require a cost/Price Analysis to determine the reasonableness of the proposed change.

The Contractor must assert its right to an adjustment under this clause within five (5) calendar Days after receipt of a written Change Order from the County. Upon request from the Contractor, the County may extend the five (5) Day period. The request for equitable adjustment must be in writing and state the general nature and monetary extent of the claim. The County may require additional supporting documents and cost or Price Analysis to determine the validity of the claim.

No claim by the Contractor for an equitable adjustment hereunder Will be allowed if asserted after final payment under this Contract. No claim Will be allowed for any costs incurred more than ten Days before the Contractor gives written notice, as required in this section.

#### **3.3 Cost/Price Analysis**

Cost/Price Analysis Will be required by the County for the evaluation of proposals, Best and Final Offers, negotiations, Change Orders, terminations, revisions to Contract requirements or other circumstances as determined by the Buyer.

#### **3.4 Termination for Convenience/Default/Non-Appropriation**

##### **A. Termination for Convenience**

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination, and except as directed by the Contract administrator, the Contractor Shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor Shall be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the Work satisfactorily performed up to the date of termination as specified in the notice. The Contractor Shall promptly submit its request for the

termination payment, together with detailed supporting Documentation. If the Contractor has any property in its possession belonging to the County, the Contractor Will account for the same and dispose of it in the manner the County directs. All termination payment requests are subject to Cost/Price Analysis to determine reasonableness and compliance with the Contract, the Contract termination agreement, applicable laws and regulations.

**B. Termination for Default**

In addition to termination for convenience, if the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or if the Contract is for Services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default. Termination Shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination; Provided that the Contractor Shall have ten (10) calendar Days to cure the default. The Contractor Will only be paid for goods delivered and accepted, or Services performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost/Price Analysis to determine reasonableness and compliance with the Contract; the Contract termination agreement, applicable laws and regulations.

The termination of this Contract Shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

**C. Termination for Non-Appropriation**

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part. Such termination Shall be in addition to the County's rights to terminate for convenience or default.

In accordance with King County Code 4.04.040B.6, payment Shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County Will be liable only for payment in accordance with the terms of this Contract for Services rendered prior to the effective date of termination; and,
2. The Contractor Shall be released from any obligation to Provide further Services pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract Will terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

**3.5 Force Majeure**

The term "force majeure" Shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, strikes and any other industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by Act of Nature or any other cause not reasonably within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition Shall be suspended only for the time and to the extent reasonably necessary to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then King County Shall be entitled to exercise any remedies otherwise Provided for in this Contract, including Termination for Default.

### **3.6 Payment Procedures**

#### **A. Invoices**

Invoices Shall be furnished by the Contractor for goods and/or Services, which have been delivered or Provided to the County, to:

King County Accounts Payable  
M/S EXC-FI-0875  
Exchange Building, 8th floor  
821 Second Avenue  
Seattle, Washington 98104-1598

**Important** -- The County requires one invoice per requisition for payment processing. All invoices must include the following information: Contract number, requester's name and phone number, date of invoice, invoice number, purchase order number, prompt payment discount and total price for invoice. For each item purchased indicate quantity, description, part number, model and serial number; where applicable, manufacturers or wholesale list price and discount percentage allowed off the list price, item price and total price for the item and/or for Services identify hourly rates, hours worked, total hours or related fees. Failure to comply with this requirement may delay payment.

#### **B. Payments**

Within thirty (30) calendar Days after receipt of an invoice, the County Will pay the Contractor for authorized goods and/or Services satisfactorily delivered or performed. Acceptance of such payment by the Contractor Shall constitute full compensation for all supervision, labor, supplies, materials, Work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor.

#### **C. Subcontractor Prompt Payment**

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than 10 Days from the receipt of each payment the Contractor receives from King County. The Contractor agrees further to return retainage payments, if any, to each Subcontractor within 30 Days after the Subcontractor's Work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may only be made for good cause following written approval of King County.

### **3.7 Washington State Sales Tax**

The County Will make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it Shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

### **3.8 Taxes, Licenses, and Certificate Requirements**

This Contract and any of the Services or supplies Provided hereunder are contingent and expressly conditioned upon the ability of the Contractor to Provide the specified service or supplies consistent with federal, state and local law and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor Shall notify the County immediately of such condition in writing.

The Contractor Shall maintain and be liable for all taxes, fees, licenses and costs as may be required by federal, state and local laws and regulations for the conduct of business by the Contractor and any sub-contractors and Shall secure and maintain such licenses and permits as may be required to Provide the Services or supplies under this Contract.

### **3.9 Price Warranty**

The Contractor warrants that the prices charged the County do not exceed the prices charged by the Contractor to any other customer purchasing the same product or service in like or similar quantities, and under similar terms and conditions.

### **3.10 Defective Work, Materials or Services**

Prior to Final Acceptance hereunder, when and as often as the County determines that the Work, materials or Services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) calendar Days of receiving such written notification, the Contractor must supply the County with a written detailed plan which indicates the time and methods needed to bring the Work, materials or Services within acceptable limits of the Specifications. The County may reject or accept this plan at its discretion. In the event this plan is rejected, the Work, materials or Services Will be deemed not accepted and returned to the Contractor at the Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

### **3.11 No Waiver of Warranties and Contract Rights**

Conducting of tests and inspections, review of Specifications or plans, payment for a product or service, or Acceptance of a product or service by the County Shall not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this Contract or in law.

### **3.12 Assignment**

No party Shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract Shall be binding upon and inure to the benefit of the successors of the parties. This provision Shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment Shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written Agreement by assignee to assume and be responsible for the obligations and liabilities of the Contractor or County, known and unknown, under this Agreement and applicable law.

### **3.13 Indemnification and Hold Harmless**

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor Shall indemnify and hold harmless King County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and /or services Provided by or on behalf of the Contractor. In addition, the Contractor Shall assume the defense of King County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such goods and/or services: Shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by King County on account of such litigation or claims. This indemnification obligation Shall include, but is not limited to, all claims against King County by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under



any industrial insurance act, including Title 51 RCW, other Worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees Shall be allowed to the prevailing party.

### **3.14 Applicable Law and Forum**

Except as hereinafter specifically Provided, this Contract Shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any suit arising here from Shall be brought in the King County Superior Court or U.S. District for the Western District of Washington, in Seattle, either forum Shall have sole and exclusive jurisdiction and venue.

### **3.15 Conflicts of Interest and Non-Competitive Practices**

#### **A. Conflict of Interest**

The Contractor, by entering into this Contract with the County to perform or Provide Work, Services or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it Shall not acquire any interest, which conflicts in any manner or degree with the Work, Services or materials required to be performed and/or Provided under this Contract and that it Shall not employ any Person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it Shall immediately disclose such interest to the County and take action immediately to eliminate the conflict or to withdraw from this Contract, as the County may require.

#### **B. Contingent Fees and Gratuities**

The Contractor, by entering into this Contract with the County to perform or Provide Work, Services or material, has thereby covenanted:

1. No Person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been or Will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

### **3.16 Disputes, Claims and Appeals**

The Contractor Shall address questions or claims regarding meaning and intent of the Contract or arising from this Contract in writing to the Buyer, within ten (10) calendar Days of the date in which the Contractor knows or should know of the question or claim. The Buyer Will ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim Shall be deemed denied upon the tenth Day following receipt by the Buyer.

In the event the Contractor disagrees with any determination or decision of the Buyer, the Contractor may, within five (5) calendar Days of the date of such determination or decision, appeal the determination or decision in writing to the Procurement Services Division Manager. Such written notice of appeal Shall include all documents and other information necessary to substantiate the appeal. The Procurement Services Division Manager Will review the appeal and transmit a decision or determination in writing. The decision Will be considered final. Appeal to the Procurement Services Division Manager Shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes and other matters in question between the County and the Contractor that are not resolved between the Procurement Services Division Manager and the Contractor or through alternative dispute resolution Will be decided in the Superior Court of King County, Washington, which Shall have exclusive jurisdiction and venue over all matters in question between the County and the Contractor. Mediation or arbitration are not mandatory prerequisites to filing a lawsuit.

Pending final decision of a dispute hereunder, the Contractor Shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer. Failure to comply precisely with the time deadlines under this Subsection as to any claim Shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

### **3.17 Mediation and Arbitration**

Nothing in this paragraph precludes any party from seeking relief from King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties to this Contract may seek to resolve disputes pursuant to mediation or arbitration, but are not required to do so.

### **3.18 Retention of Records, Audit Access and Proof of Compliance with Contract**

#### **A. Retention of Records**

1. The Contractor Shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor Shall maintain and retain for a period of not less than six (6) years after the date of Final Acceptance of Contract Work and all other pending matters are closed; all financial information, data and records used to prepare and support the Contractor's final proposal for this Contract and invoicing for supplies or Services and any payments resulting from Change Orders or claims. In addition, the Contractor Shall maintain the financial information used in the preparation or support of any Change Orders or claims.
2. The Contractor Shall ensure that its Subcontractors and suppliers maintain and retain for no less than six (6) years all records pertaining to the performance by the Subcontractors and suppliers of their portions of the Work under this Contract.

#### **B. Audit Access**

1. The County and its authorized representatives and designees Shall have access to all records maintained and retained by the Contractor and its Subcontractors for the purpose of inspection, Cost/Price Analysis, audit or other reasonable purposes related to this Contract. The County and its representatives and designees Shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor Shall Provide proper facilities for such access, inspection and copying.
2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Auditors selected and paid for by the County Will conduct audits. Audits Shall be conducted in accordance with generally accepted auditing standards and/or audit procedure and guidelines of the County. The Contractor Shall fully cooperate with the County or its auditor(s) during audits and inspections, and Provide all requested Documentation.

3. If an audit is commenced more than sixty (60) Days after the date of Final Acceptance of Contract Work, the County Will give reasonable notice to the Contractor of the date on which the audit Will begin.
4. The Contractor Shall maintain records relating to the pricing of spare parts. The County Will have access to such records for audit purposes.
5. The Contractor may be required to sign a "Certificate of Current Cost or Pricing Data."

C. Proof of Compliance with Contract

The Contractor Shall, at any time when requested, submit to the County properly authenticated documents or other satisfactory proofs as to the Contractor's compliance with such requirements.

In addition, the Contractor Will permit the County, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

### **3.19 Other Public Agency Orders**

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if formally requested and approved by the Buyer. A formal cooperative purchasing agreement Will be executed in such cases. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

### **3.20 Recycled Products Policy**

The County promotes the purchase and utilization of recycled material and products where available. Recycled material means material and byproducts which have been recovered or diverted from solid waste disposal for the purpose of recycling. It does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the event of similar pricing, availability and other factors affecting the solicitation, preference may be given to products containing recycled material.

The Contractor Shall, when requested by the Contract administrator, Provide Documentation indicating the recycled materials used and their proportion of the total value of the end product. Where recycled materials were available but non-recycled materials were actually used, in whole or in part, the Contractor Shall furnish the content by price/volume of recycled and non-recycled material used, and Shall furnish an explanation of the reason that recycled materials were not used.

### **3.21 Conflicts of Interest - Current and Former Employees**

The County seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former County employees in transactions with the County. Consistent with this policy, no current or former County employee may Contract with, influence, advocate, advise, or consult with a third party about a County transaction, or assist with the preparation of Proposals submitted to the County while employed by the County or within one (1) year after leaving the County's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a County employee.

All bidders, Proposers, vendors or contractors who anticipate contracting with the County must identify at the time of offer, such current or former County employees involved in preparation of bids/proposals or the anticipated performance of the Work or Services if awarded the Contract. This information should be included in Attachment G - "Current or Former County Employee Disclosure Form." Failure to identify former County employees involved in this transaction may result in the County's denying or terminating this Contract. In addition, after award, the Contractor is responsible for notifying the

County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

### **3.22 Non-Discrimination and Equal Employment Opportunity**

#### **Part 1. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

- A. Nondiscrimination in Employment and Provision of Services. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to this Contract.
- B. Nondiscrimination in Subcontracting Practices. During the solicitation, award and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- C. Compliance with Laws and Regulations. The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, and the Restoration Act of 1987. The Contractor shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- D. Small Business and Minority and Women Business Enterprises Opportunities. King County encourages the Contractor to utilize small businesses, including Minority-owned and Women-owned Businesses Enterprises ("M/WBEs") in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:
  - 1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
  - 2. Placing all qualified small businesses, attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
  - 3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
  - 4. Establishing delivery schedules, where the requirements of this contract permit, that encourages participation by small businesses, including M/WBEs.
  - 5. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
  - 6. Using the services of available community organizations, contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.

7. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at (360) 753-9693.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
  2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
  3. Utilizing the services of available community organizations, contractor groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
- E. Equal Employment Opportunity. The Contractor will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
- F. Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
  2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
  3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupation qualification;
  4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
  5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
  6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
  7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
    - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and

- b. The employer informs employees of the requirement and the consequences of violating the rule.
- G. Record-Keeping Requirements and Site Visits. The Contractor shall maintain, for at least 12 months after completion of all work under this Contract, the following:
  1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
  2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records or records relating to the use of Disadvantaged Business Enterprises (DBEs).

The County may visit, at any time, the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- H. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

## **Part 2. REQUIRED SUBMITTALS**

- A. Required Submittals Prior to Contract Execution. For public works contracts valued at \$10,000 or more, and for all other contracts valued at \$25,000 or more, contractors entering into a contract or agreement with King County shall, within ten days after the bidder receives the written notice of selection, submit the following:
  1. A Personnel Inventory Report on the form provided by the County.
  2. An Affidavit and Certificate of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.
  3. When this Contract is for Public Works provide, if applicable, a Statement of Compliance with KCC Chapter 12.16 from any labor unions or employee referral agencies which refers workers or employees or provides or supervises apprenticeship or other training programs from whom Contractor obtains employees.
  4. Except for Contractors only supplying goods, a 504/ADA Disability Assurance of Compliance on the form provided by the County.
  5. Assistance with the requirements of this Section and copies of Chapters 12.16 and 12.18 is available by contacting the King County Business Development and Contract Compliance Section at the address below. Please include the contract number in all correspondence.

Business Development and Contract Compliance Section  
Business Relations and Economic Development  
King County Courthouse  
Mail Stop: KCC-EX-0402  
516 3<sup>rd</sup> Avenue, Rm. 550  
Seattle, WA. 98104-3271

The County will not execute any agreement or contract without prior receipt of fully executed forms listed in paragraph A above.

**B. Required Submittals During Work when the Contract is for Public Works.**

The Contractor shall collect, submit and update the submittals listed below for itself, its subcontractors and any sub tier subcontractors and suppliers, to the King County's Business Development and Contract Compliance Division. Such subcontractor information shall be submitted prior to the County processing and paying any progress payment that includes such subcontractor work.

1. An Affidavit and Certificate of Compliance demonstrating subcontractors' commitment to comply with the provisions of KCC Chapter 12.16; a Personnel Inventory Report; and Statement of Compliance.
2. Affidavits of Amounts Paid. Upon completion of all work and as a condition precedent to final payment, the Contractor shall submit a final Affidavit of Amounts Paid, to the Business Development and Contract Compliance Division. Identify amounts actually paid, and any amounts owed, to each subcontracting firm and/or supplier for performance under the Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. King County will provide affidavit forms.

**Part 3. COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973 AS AMENDED AND THE AMERICAN WITH DISABILITIES ACT OF 1990**

Except for Contractors only supplying goods, the Contractor shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Contractor shall complete a 504/ADA Disability Assurance of Compliance and shall, within ten days after the bidder receives written notice of selection, submit it to the County. Such Assurance of Compliance will be incorporated herein by this reference.

**3.23 Disadvantaged Business Enterprise (DBE) Participation**

- A. Nondiscrimination 49 CFR part 26. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate.
- B. DBE Program. King County has determined that no DBE goal will be established for this Contract. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to accurately monitor DBE program compliance.
- C. Efforts to Increase DBE Participation. Even though this Contract has no DBE goal, the County still encourages Contractors to pursue opportunities for DBE participation. To that end, Contractors are encouraged to:
  1. Advertise opportunities for subcontractors and suppliers ("subcontractors") in a manner reasonably designed to provide DBEs capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by DBE firms and may be done through general advertisements (e.g., newspapers, journals, etc.) or by soliciting proposals directly from DBEs.

2. Utilize the services of available minority community organizations, minority consultant groups, local minority assistance offices and organizations that provide assistance in the recruitment and placement of DBEs and other small businesses.
  3. Establish delivery schedules, where requirements of the contract allow and encourage participation by DBEs and other small businesses.
  4. Achieve DBE attainment through joint ventures.
- D. DBE Listing. A current list of DBE firms accepted as certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available from that office at (360) 753-9693 . For purposes of this Contract, a DBE firm must be certified by OMWBE as of the date and time of bid submittal.
- E. Procedure Applicable when DBEs Are Utilized. Concurrent with the use of any DBE subcontractor or supplier the Contractor shall provide notice of such use in writing to the King County Business Development and Contract Compliance Section (BDCC). Upon receipt of said notice, BDCC shall provide the Contractor with the applicable procedures for counting DBE participation. Assistance with this Section is available from BDCC at 206-205-0700. Notice referenced herein should be delivered to the following address:
- Business Development and Contract Compliance Section  
Business Relations and Economic Development  
King County Courthouse  
Mail Stop: KCC-EX-0402  
516 3<sup>rd</sup> Avenue, Rm. 550  
Seattle, WA. 98104-3271  
Phone: 206-205-0700  
Fax: 206-205-0719

### **3.24 Non-Discrimination in Benefits to employees with Domestic Partners**

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://www.metrokc.gov/procurement/resources/forms.aspx>.

### **3.25 Health Insurance Portability and Accountability Act (HIPAA)**

The Health Insurance Portability and Accountability Act (HIPAA) of 1996, requires health information about an individual to remain secure and private. The Contractor Shall comply with all HIPAA regulations in full. Information on this Act can be found at the Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>



## 4 SECTION - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

### 4.1 Contract Documents and Precedence

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them Shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they Shall take precedence as listed on the "Contract", page i.

### 4.2 Contract Term

The term of this Contract Shall be one (1) year, commencing on the date of the Contract Agreement. Upon written notice by King County, this Contract may be extended for four (4) additional one year periods. During extension periods, all terms and conditions of this Contract Shall remain in effect except those amended for the extension period. The maximum term for this Contract, consisting of the base period plus extensions, is five (5) years.

### 4.3 Notices

All notices or reports which are required or may be given pursuant to this Contract Shall be in writing and Shall be deemed duly given when delivered to the respective Executive offices of Contractor and County at the address first set forth below.

King County

Contractor

(To be determined)

(To be determined)

For contractual questions contact:  
King County Procurement and Contract Services Section  
M.S. EXC-FI-0871  
Exchange Building, 8<sup>th</sup> Floor  
821 Second Ave.  
Seattle, WA. 98104-1598  
Attn: Ovita Bonadie  
206-684-1055  
[ovita.bonadie@metrokc.gov](mailto:ovita.bonadie@metrokc.gov)

### 4.4 Contract Agreement

Contract award Will occur when King County signs the Contract and issues the Contract Agreement. No other act of the County Shall constitute Contract award. The Contract Agreement is a computer-generated document with the awarded Contract number referencing the Contract and describing the awarded goods and/or Services. The Contract Agreement Will establish the Contract value and incorporate the terms of this document, but Will not be the authorization for the Contractor to proceed. After Contract award, the Project Manager Will issue Purchase Orders detailing the goods and/or Services to be delivered.

### 4.5 Purchase Orders

Purchase Orders Will be issued referencing this Contract Agreement number. The Purchase Orders Will define and authorize the delivery of goods and Services by the Contractor with a "not to exceed price" (based on the prices contained in Attachment B and estimated other direct costs, if applicable.) The purchase orders issued by Procurement Services Division may also modify the Contract terms, funding or other matters subject to Subsection 3-2, Change Orders.

#### **4.6 Shipping Charges**

All prices Shall include freight FOB to the designated delivery point. Requests for additional compensation for freight charges Will be rejected by the County.

#### **4.7 Cost Mark-Up**

Contractors Shall not mark up Subcontractor costs and Other Direct Costs (ODCs). The cost for Subcontractor management Shall be segregated into a single cost item and included as a separate task in the cost proposal in Attachment B.

#### **4.8 Direct Costs Related to Additional Work**

Direct costs for additional Work Shall be billed at cost without markup, as noted below or as revised by legislative action of the Council:

Reimbursement of Contractor travel, lodging and meal expenses are limited to the eligible costs based on the rates and criteria established in King County Code, chapter 3.24.

- A. The mileage rate allowed by King County Shall not exceed the current Internal Revenue Services (IRS) rates per mile as allowed for business related travel. The IRS mileage rate Will be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during Work hours. Parking Shall be the actual cost. When rental vehicles are authorized, government rates Shall be requested. If a Person does not request government rates, he/she may be Personally responsible for the difference. Please reference the IRS web site for current rates. <http://www.irs.gov/>.
- B. Reimbursement for meals Shall be limited to the per diem rates established by Federal travel requisitions for the host city in the code of Federal Regulations, 41 CFR § 301,App.A.
- C. Accommodation rates Shall not exceed the Federal Lodging limit plus host city taxes. The Contractor must always request government rates.
- D. The direct costs contained in A, B and C above Will only be authorized by the King County Project Manager for Contractor staff living beyond commuting distance, normally considered to be for the travel beyond 100 miles of 821 Second Avenue, Seattle, WA.
- E. Air travel Shall be by coach class at the lowest price available at the time the King County Project Manager requests a particular trip. In general, a trip is associated with a particular Work activity of limited duration and only one round-trip ticket, per Person, Will be billed per trip.
- F. Cost for equipment, materials and supplies, such as approved equipment rental; telephone, telegraph and cable expenses; reproduction costs including blueprinting, photographing, telecopying, mimeographing, photocopying and printing; express charges; commercial printing, binding, art Work and models; and, computer programming and data entry costs Shall be billed without markup.
- G. Authorized subcontract Services; Provided that the limitations set forth in the above paragraphs Shall be applicable to such subcontract Services.
- H. Other direct costs, not listed above, may be billed if the County has given prior approval.
- I. Receipts required for purchases \$10 and over, not including meals.

#### **4.9 Guarantee/Warranty**

The Contractor guarantees the goods and Services furnished under this Contract Will be free from defects in material and workmanship, and Will conform with all requirements of this Contract, for a period of one (1) year from date of delivery or Final Acceptance of such goods and/or Services by the County. The Contractor is responsible for all costs of replacement, including shipping charges, for goods or Services found defective within that period, regardless of who actually corrects the defect.

The County Shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect with thirty (30) calendar Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County Will charge-back the cost for such warranty repair to the Contractor.

The Contractor Shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference Will not excuse the Contractor's full compliance with its obligations under this Contract.

The Contractor, upon notice of award of the Contract, Shall promptly Provide to the County complete copies of all written warranties or guarantees and/or Documentation of any other arrangement relating to such warranties or guarantees extended to the Contractor by the Contractor's suppliers, vendors, distributors and Subcontractors covering parts, components, subcomponents and systems procured through this Contract. The Contractor Shall cooperate with the County in facilitating warranty related Work by such suppliers, vendors, distributors and Subcontractors.

If the original parts or equipment manufacturer Provides a warranty that is greater in scope or duration than the Contractor's warranty to the County, the County Shall receive the increased warranty benefits.

The termination of this Contract Shall in no way relieve the Contractor from its warranty/guarantee responsibility.

Any goods or Services corrected Shall be subject to this Subsection to the same extent as the goods or Services initially Provided.

This guarantee Shall be in addition to any other express warranties or any implied warranties or remedies Provided by this Contract or by law, and in addition to any other rights or remedies available to the County under this Contract or by law. No provision in this Subsection Shall be construed to limit the liability of the Contractor for Work not done in accordance with the Contract. The liability for such failure to perform Shall extend as far as the appropriate periods of limitation Provided by law.

The Contractor Shall ensure the County receives warranty related Work from its suppliers, distributors, Proposers and Subcontractors.

#### **4.10 Nondisclosure of Data**

Data Provided by King County either before or after Contract award Shall only be used for its intended purpose. Proposers, vendors, contractors and Subcontractors Shall not utilize nor distribute the King County data in any form without the express written approval of King County.

#### **4.11 Non-Disclosure Obligation**

While providing the Service required under this Contract, the Contractor may encounter licensed technology, Software, Documentation, drawings, schematics, manuals, data or other materials marked "Confidential", "Proprietary" or "Business Secret". The Contractor Shall, with regard to such information and material received or used in performance of this Contract, employ practices no less than those used for the protection of the Contractor's own confidential information.

The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from King County or a third (3rd) party; b) is or becomes generally known to the public without violation of this Agreement; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to King County's or the third (3rd) party's confidential information. The Contractor may disclose confidential information if so required by law, Provided that the Contractor notifies King County that the third (3rd) party of such requirement prior to disclosure.

#### **4.12 Public Disclosure Requests**

Contracts Shall be considered public documents and, with exceptions Provided under public disclosure laws, Will be available for inspection and copying by the public. All Software products Provided by the Contractor under this Contract are copyrighted and are proprietary to the Contractor.

If a Contractor considers any portion of the items including Software, data and Related Materials, delivered to King County to be protected under the law, the Contractor Shall clearly identify each such item with words such as "**Confidential**," "**Proprietary**" or "**Business Secret**." If a request is made for disclosure of such item, the County Will determine whether the material should be made available under the law. If the material or parts thereof are determined by King County to be exempt from public disclosure, King County Will not release the exempted documents. If the material is not exempt from public disclosure law, the County Will notify the Contractor of the request and allow the Contractor ten (10) Days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County Will release the item deemed subject to disclosure. By signing a Contract, the Contractor assents to the procedure outlined in this paragraph and Shall have no claim against the County on account of actions taken under such procedure.

#### **4.13 Disclosure**

Pursuant to King County code 3.04.120, the Consultant must file a Contractor Disclosure Form with the Board of Ethics and the King County Executive, attached hereto as Attachment M.

#### **4.14 Changed Requirements**

New Federal, State and County laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements Will be implemented through Subsection 3-2, Change Orders.

#### **4.15 Counterparts**

This Contract may be signed in two counterparts, each of which Shall be deemed an original and which Shall together constitute one Contract.

#### **4.16 Severability**

Whenever possible, each provision of this Agreement Will be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof Will be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision Will be severed from the rest of this Agreement and ignored. The invalidity, illegality or unenforceability of any provision Will not affect the validity, legality or enforceability of any other provision of this Agreement, which Will remain valid and binding.

## 5 SECTION - INSURANCE REQUIREMENTS

### 5.1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor Shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and Shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that King County received notice at least 45 Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor Shall, upon demand of King County, deliver to King County all such policy of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.

Failure to Provide such insurance in a time-frame acceptable to the King County Shall enable King County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract Shall not relieve the Contractor from its insurance obligations hereunder.

### 5.2 Insurance Requirements

- A. The Contractor Shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, the County Shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor Shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements Shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage Will apply to each insured to the full extent Provided by the terms and conditions of the policy(s). Nothing contained with this provision Shall affect and/or alter the application of any other provision contained with this Contract.

For all coverages:

Each insurance policy Shall be written on an "occurrence" form; excepting that insurance for professional liability, Errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.

- B. Minimum Scope of Insurance  
Coverage Shall be at least as broad as:

- 1. General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering **Commercial General Liability**.

- 2. Automobile Liability

Insurance Service form number (CA 00 01 Ed. 12-90) covering **Business Auto Coverage**, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.

3. Professional Liability

Professional Liability, Errors and Omissions coverage.

In the event that Services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage Shall be Provided. "Professional Services", for the purpose of this Contract section Shall mean any Services Provided by a licensed professional.

4. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.

5. Employers Liability or "Stop Gap":

The protection Provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection Provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Contractor Shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, Personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Professional Liability, Errors and Omissions: \$1,000,000.
4. Workers' Compensation: Statutory requirements of the state of residency.
5. Employers Liability Stop Gap: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies Shall not limit or apply to the Contractor's liability to the County and Shall be the sole responsibility of the Contractor.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. General Liability Policy:
  - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor with this Contract.
  - b. To the extent of the Contractor's negligence, the Contractor's insurance coverage Shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents Shall not contribute with the insurance or benefit the contractor in any way.
  - c. The Contractor's insurance Shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies Shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy Shall be or become unsatisfactory to the County, the Contractor Shall, upon notice to that effect from the County, promptly obtain a new policy, and Shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Subcontractors

The Contractor Shall include all Subcontractors as insureds under its policies, or Shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages Provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract Shall be subject to all of the requirements stated herein.

H. Work Site Safety

The Contractor Shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor Shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors. The Contractor Shall be responsible for the Subcontractor's compliance with these provisions.



## **6 SECTION - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS**

### **6.1 Applicability and Federal Grant Contract**

This procurement is subject to a financial assistance Contract between the County and the U.S. Department of Transportation. The successful Contractor is required to comply with all terms and conditions prescribed in third party contracts in the grant Contract between the U.S. Department of Transportation and the County.

New federal laws, regulations, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing federal requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors comply with revised requirements as well.

### **6.2 No Federal Government Obligations to Third Parties**

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and Shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance Provided by FTA. It is further agreed that the clause Shall not be modified, except to identify the Subcontractor who Will be subject to its provisions.

### **6.3 Disadvantaged Business Enterprise (DBE) Participation**

The DBE requirements of 49 CFR Part 26 apply to this Contract. These requirements are described in Section 1 – Proposal Preparation of the RFP.

### **6.4 Equal Employment Opportunity**

In connection with the execution of this Contract, the Contractor Shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor Shall take affirmative action to ensure that the hiring of applicants and treatment of employees during employment is conducted without regard to their race, color, creed, sex, disability, age, or national origin. Such action Shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be Provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(Authorities: Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act, as amended, 42 USC § 2000e; Federal transit laws at 49 USC § 5332; section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623; section 102 of the Americans with Disabilities Act, as amended, 42 USC §§ 12101 et seq.; 29 CFR Part 1630; 41 CFR § 60-1.4).

## 6.5 Title VI Compliance

The Contractor Shall comply with and Shall ensure the compliance by all Subcontractors under this Contract with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and the regulations of the federal Department of Transportation, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21, (hereinafter "Regulations") as they may be amended from time to time.

During the performance of this Contract, the Contractor, for itself, its assignees and successors-in-interest agrees as follows:

### A. Nondiscrimination

The Contractor, with regard to the Work performed by it during the Contract, Shall not discriminate on the grounds of race, color, creed, sex, disability, age or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor Shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

### B. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive proposal or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier Shall be notified by the Contractor of the Contractor's obligations under this Contract and the regulations relative to nondiscrimination on the grounds of race, color, creed, sex, disability, age or national origin.

### C. Information and Reports

The Contractor Shall Provide all information and reports required by the regulations or directives issued pursuant thereto and Shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. The Contractor Shall maintain all required records for a least three (3) years after the County makes final payment and all other pending matters are closed. Where any information is required and it is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor Shall so certify to the County or the Federal Transit Administration, as appropriate, and Shall set forth efforts made to obtain the information.

### D. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the County Shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or,
2. Cancellation, termination or suspension of the Contract, in whole or in part.

### E. Incorporation of Provisions

The Contractor Shall include the provisions of paragraphs A through E of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor Shall take such action with respect to any subcontract or procurement as the County or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event the Contractor becomes involved in or is threatened with litigation with a Subcontractor or

supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **6.6 Labor Provisions - Non-Construction Contracts**

### **A. Overtime Requirements**

No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics Shall require or permit any such laborer or mechanic in any Work week in which he or she is employed on such Work to Work in excess of forty (40) hours in such Work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such Work week. (29 CFR § 5.5(b)(1)).

### **B. Violation: Liability for Unpaid Wages: Liquidated Damages**

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any Subcontractor responsible therefor Shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor Shall be liable to the United States (in the case of Work done under Contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages Shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten (\$10) dollars for each calendar Day on which such individual was required or permitted to Work in excess of the standard Work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section. (29 CFR § 5.5(b)(2)).

### **C. Withholding for Unpaid Wages and Liquidated Damages**

The Department of Transportation or the County Shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of Work performed by the Contractor or Subcontractor under any such Contract or any other federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as Provided in paragraph B of this section. (29 CFR § 5.5(b)(3)).

### **D. Payrolls and Basic Records**

The Contractor or Subcontractor Shall maintain payrolls and basic payroll records during the course of the Work and Shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records Shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the records to be maintained under this paragraph Shall be made available by the Contractor or Subcontractor for inspection, copying or transcription by authorized representatives of the Department of Transportation and the Department of Labor, and the Contractor or Subcontractor Will permit such representatives to interview employees during working hours on the job. (29 CFR § 5.5(c)).

E. Subcontracts

The Contractor or Subcontractor Shall insert in any subcontracts the clauses set forth in paragraphs A through E of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor Shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs A through E of this section. (29 CFR § 5.5(b)(4)).

**6.7 Cargo Preference - Use of U.S. Flag Vessels or Air Carriers**

In the event that ocean shipment or international air transportation is required for any equipment, material or commodities pursuant to this Contract, the Contractor Shall:

- A. Utilize privately owned United States-flag commercial vessels to ship at least fifty (50%) percent of the gross tonnage involved, computed separately for dry bulk carriers, dry cargo liners and tankers, whenever shipping any equipment, materials or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. Furnish within twenty (20) working Days following the date of loading for shipments originating within the United States, or within thirty (30) working Days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph A of this section, to the County, through the prime Contractor in the case of Subcontractor bills-of-lading, and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project.
- C. Utilize United States flag air carriers to the extent such carriers Provide the air transportation needed, or accomplish the Contractor's mission. The Contractor agrees to utilize United States flag air carriers even though comparable or a different kind of service can be Provided at less cost by a foreign air carrier, a foreign air carrier is preferred by or more convenient for the Contractor, or service by a foreign air carrier can be paid for in excess foreign currency, unless United States flag air carriers decline to accept excess or near excess foreign currencies for transportation payable only out of those monies.
- D. Insert the substance of the provisions of this section in all subcontracts issued pursuant to this Contract.

(Required by 46 CFR Part 381 and 41 CFR Part 301-3.6).

**6.8 Audit and Inspection of Records**

In the case of all negotiated contracts and contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive proposal procedures, Contractor agrees that the County, the Comptroller General of the United States or any of their duly authorized representatives, Shall, for the purpose of audit and examination be permitted to inspect all Work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three (3) years after the County makes final payment and all other pending matters are closed.

**6.9 FTA Protest Procedures**

Proposers are hereby notified that if this Contract is funded in whole or in part by the Federal Department of Transportation, the Federal Transit Administration (FTA) may entertain a protest that alleges that the County failed to have or follow written protest procedures. Proposers must file a protest

with the FTA not later than 5 working Days after the County renders a final decision or 5 working Days after the Proposer knows or has reason to know that the County has failed to render a final decision. The protesting party must notify the County if it has filed a protest with the FTA. After 5 Days, the County Will confirm with FTA that FTA has not received a protest. Protests to the FTA must be filed in accordance with FTA Circular 4220.1D (as periodically Updated).

The County Will not award a Contract for 5 working Days following its decision on a Proposal protest or while a protest to the FTA is pending unless the County determines that: (1) the items to be procured are urgently required; (2) delivery of performance Will be unduly delayed by failure to make the award promptly; or (3) failure to make prompt award Will otherwise cause undue harm to the County or the Federal Government.

#### **6.10 Privacy**

Should the Contractor, or any of its Subcontractors, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, the recipient and any contractors, third party contractors, Subcontractors and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this Contract Will make this Contract subject to termination.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract that involve the design, development, operation, or maintenance of any system of records on individuals subject to the Act.

#### **6.11 Access Requirements for Individuals with Disabilities**

The County and contractors are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

- A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities receiving or benefiting from Federal Financial Assistance," 49 CFR Part 27;
- C. U.S. Department of Transportation regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
- D. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State of Local Government Services," 28 CFR Part 35;
- E. U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;

- F. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- G. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

#### **6.12 Interest of Members of or Delegates of Congress**

Pursuant to 41 USC § 22, no member of or delegate to the Congress of the United States Shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

#### **6.13 Certification Regarding Debarment, Suspension and Other Responsibility Matters**

Pursuant to Executive Order 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 note and federal regulations in 49 CFR 29, entities and individuals who are debarred or suspended by the federal government are excluded from obtaining federal assistance funds under this Contract. To assure that such entities and individuals are not involved as participants on this FTA-financed Contract, if the Contract exceeds \$100,000, each Proposer Shall complete and submit, as part of its Proposal, the certification contained in Attachment K for itself, its principals and its Subcontractor(s) for any subcontract in excess of \$100,000. The inability of a Proposer to Provide a certification in Attachment K Will not necessarily result in denial of consideration for Contract award. A Proposer that is unable to Provide a certification must submit a complete explanation attached to the certification form. Failure to submit a certification or explanation Shall disqualify the Proposer from participation under this Proposal. The County, in conjunction with FTA, Will consider the certification or explanation in determining Contract award. No Contract Will be awarded to a potential third-party contractor submitting a conditioned debarment or suspension certification, unless approved by the FTA.

The certification is a material representation of fact upon which reliance is placed in determination of award of Contract. If at any time the Proposer or Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it Shall immediately Provide written notice to the County. If it is later determined that the Proposer knowingly rendered an erroneous certification, or failed to notify the County immediately of circumstances which made the original certification no longer valid, the County may disqualify the Proposer. If it is later determined that the Contractor knowingly rendered an erroneous certification, or failed to notify the County immediately of circumstances which made the original certification no longer valid, the County may terminate the Contract, in addition to other remedies available including FTA suspension and/or debarment.

#### **6.14 Subcontractors' Certification Regarding Debarment, Suspension or Ineligibility**

By submitting a Proposal for this Contract, the Proposer agrees that should it be awarded the Contract, it Shall not knowingly enter into any subcontract exceeding \$100,000 with an entity or Person who is debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds; and Shall require each Subcontractor to complete the certification Provided in Attachment L.

Each subcontract, regardless of tier, Shall contain a provision that the Subcontractor Shall not knowingly enter into any lower tier subcontract with a Person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds, and a provision requiring each lower-tiered Subcontractor to Provide the certification set forth in Attachment L.

The Contractor Shall require each Subcontractor, regardless of tier, to immediately Provide written notice to the Contractor if at any time the Subcontractor learns that its, or a lower-tier certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor may rely upon the certifications of the Subcontractors unless it knows that a certification is erroneous. The Contractor's knowledge and information regarding any Subcontractor is not required to exceed that which is normally possessed by a prudent Person in the ordinary course of business.

#### **6.15 Disclosure of Lobbying Activities**

Proposals in excess of \$100,000 require Attachment I, "Certification Regarding Lobbying," and Attachment J, "Disclosure of Lobbying Activities" (if appropriate), be completed and submitted to the County with the proposal, as required by 49 CFR Part 20, "New Restrictions on Lobbying."

The Contractor certifies that it Will not and has not used Federal appropriated funds to pay any Person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment, 31 USC § 1352. The Contractor Shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 et seq., who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to the County.

The Contractor Will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 Shall certify and disclose accordingly.

#### **6.16 Anti-Kickback**

The County and contractors are required to comply with the Anti-Kickback Act of 1986, 41 USC §§ 51 et seq. Under state and federal law, it is a violation for County employees, Proposers, contractors or Subcontractors to accept or offer any money or benefit as a reward for favorable treatment in connection with the award of a Contract or the purchase of goods or Services.

"Kickback" as defined by Federal Acquisition Regulation (FAR) 52.203-7, and 41 USC § 52(2), means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is Provided directly or indirectly to any prime Contractor, prime Contractor employee, Subcontractor or Subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Contract or in connection with a subcontract relating to a prime Contract.

#### **6.17 False or Fraudulent Statements or Claims**

The Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., and/or 49 USC § 5307(n)(1), as may be appropriate. The terms of Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, are applicable to this project.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

## **6.18 Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 et seq.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

## **6.19 Air Pollution**

The Contractor and suppliers may be required to submit evidence to the Project Manager that the governing air pollution criteria Will be met. This evidence and related documents Will be retained by the manager for on-site examination by FTA.

## **6.20 Environmental Requirements**

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

### **A. Environmental Protection**

The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, *et seq.*, consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note. FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 *et seq.* and 40 CFR Part 1500, *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

### **B. Air Quality**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County Will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance Provided by FTA.

### **C. Clean Water**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County Will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300h *et seq.*

The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance Provided by FTA.



D. Use of Public Lands

The Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the Project unless the FTA makes the specific findings required by 49 USC § 303.

E. Historic Preservation

The Contractor agrees to assist the Federal Government in complying with section 106 of the National Historic Preservation Act, as amended, 16 USC § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 USC § 470 note, and the Archaeological and Historic Preservation Act of 1974, as amended, 16 USC §§ 469a-1 et seq. involving historic and archaeological preservation as follows:

1. The Contractor agrees to consult with the State Historic Preservation Officer about investigations to identify properties and resources listed in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 CFR Part 800, and notifying FTA of those properties so affected.
2. The Contractor agrees to comply with all federal requirements to avoid or mitigate adverse effects on those historic properties.

F. Mitigation of Adverse Environmental Effects

The Contractor agrees that if the Project should cause adverse environmental effects, the Contractor Will take all reasonable steps to minimize those effects in accordance with 49 USC § 5324(b), and all other applicable federal laws and regulations, specifically, the procedures of 23 CFR Part 771 and 49 CFR Part 622.

G. Energy Conservation

The Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321, et seq.

**6.21 Preference for Recycled Products**

To the extent practicable and economically feasible, the Contractor agrees to Provide a competitive preference for products and Services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the United States EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962, and Executive Order 12873.

**6.22 Termination Provisions Required**

All contracts and subcontracts in excess of \$10,000 Shall contain contractual provisions or conditions that allow for termination for cause and convenience by the County including the manner by which it Will be effected and the basis for settlement.

(Required by FTA Circular 4220.1D, § 15.b.).

**6.23 Breach Provisions Required**

All contracts in excess of \$100,000 Shall contain contractual provisions or conditions that Will allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches

the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor agrees to include this provisional requirement in all subcontracts in excess of \$100,000 awarded under this Contract. (Required by FTA Circular 4220.1D, § 15.a.).

#### **6.24 Incorporation of FTA Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms Shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the FTA terms and conditions.

## **7 SECTION - TECHNICAL SPECIFICATIONS**

### **7.1 RFP Purpose**

The purpose of this RFP is to select third party vendor(s) who will provide best-in-class vision and dental benefit administrative services. The effective date for these programs will be January 1, 2007.

### **7.2 Background and Introduction**

King County is a public entity encompassing Seattle, Bellevue, and a number of smaller suburban cities. The County provides regional services including courts and related legal services, public health services, the County jail, records and elections, property tax appraisals, regional parks and facilities including King County International Airport (Boeing Field), public transit and sewage disposal. In unincorporated communities, King County also provides police protection, animal control, land-use regulation, roads and local parks.

The County has 13,000 benefits-eligible employees, with an additional 25,000 covered family members. Average employee age is a little over 48. The County is highly unionized (87 percent) and has 97 separate bargaining units. Benefits are bargained in coalition in three-year cycles through the Joint Labor Management Insurance Committee. The dental and vision plans are a key element in the County's 2007-2009 benefit program.

### **7.3 Proposal Objectives and Specifications**

#### **Part 1. Objectives**

The County understands the critical role of, and relationship with, its vendor partners in the successful pursuit of its goals. To that end the County is seeking competitive bids from vendors who Shall:

- a. Demonstrate its willingness and capabilities to provide and embrace innovative processes and solutions.
- b. Meet best-in-class criteria measurements, be flexible in responding to emerging design changes or agreements and effectively assist the County in achieving its objectives.
- c. Provide members with a better understanding of the true costs of services and their opportunities to lower cost for themselves and the County without compromising the quality of care.

#### **Part 2. Proposal Specifications**

King County is requiring vendors commit to the following proposal specifications in order to have a proposal evaluated:

##### **General**

- a. Comply with all applicable local, state, and federal laws including the federal Health Insurance Portability and Accountability Act (HIPAA), and the regulations there under.
- b. Be properly licensed, certified, or credentialed to operate in the state of Washington.
- c. Notify the King County Contract Manager within 30 days of purchase, acquisition, and any other change in its ownership or partners or control affecting 10 percent or greater interest, any acquisition by it of 10 percent or greater interest in any subsidiary, and any new agreement with, by, or between any affiliates that is relevant to the contract.

- d. Agree that all financial payments due to King County (e.g., missed Performance Guarantees, implementation funds, etc.) must be reconciled and paid via check directly to King County.
- e. Reimburse King County for costs associated with producing their custom SPDs and SMMs.
- f. Agree that the response to this RFP and any subsequent documentation (best and final offer, finalist presentation, or memo) shall be considered part of the final agreement and contract.
- g. Demonstrate a commitment to research and developing plan benefits based on evidence-based medicine.

### **Account Management**

- a. Provide a dedicated and responsive account management team. The assigned account management team must have accountability and authority to respond and resolve inquiries, requests, and issues raised by King County to assure compliance and overall service quality.
- b. The assigned account management team must be based in the Pacific Standard Time (PST) or Mountain Standard Time (MST) zone. At a minimum, the day-to-day contact must be based in either the PST or MST zone and must be required to uphold a mutually established minimum response time to inquiries.
- c. Assigned account management team must agree to review and approve King County's SPD for accuracy as part of the basic costs.

### **Member Services**

- a. When applicable, provide customized member communications, approved by King County.
- b. Provide customer service activities to include, but not limited to single front-end toll-free number with touch tone routing (if necessary), for King County members; a voice response system (if necessary) with a user-friendly menu and alternative language options, and system availability 24 hours a day/7 days a week/365 days a year.
- c. Provide on-line member service capabilities to include, but not limited to access to provider information, benefit plan summaries, order replacement ID cards and explanation of benefits.
- d. Supply a toll free number for inquiries from providers regarding network issues, etc.
- e. Ensure that people with limited English proficiency and those who are deaf or hearing impaired have access to communication services that enable members to utilize the phone lines.
- f. Use alternate ID numbers (preferably generated by King County) for member identification.
- g. Provide ID cards and distribute by 1/1/2007. (Dental only)

### **Implementation**

- a. Load historical claims data to pre-test adjudication system prior to implementation.

- b. Assign a designated team that will manage a smooth transition process from the current vendor.
- c. Produce an Administrative Manual for the program that provides information necessary for the King County benefits team to operate the plan. This guide shall be in a mutually agreed upon format and shall be provided at no additional charge to King County.
- d. Offer a separate, one-time, Implementation Performance Guarantee that incorporates a minimum of four mutually accepted key milestones that ensure an accurate and timely implementation.

### **Plan Design**

- a. Match King County's current plan design (see section 7 and Appendix C and D).

### **Network**

- a. Offer a competitive and comprehensive network of providers including private practices.

### **Data, Systems, and Reporting**

- a. Accept electronic data transfer and administer membership information in compliance with HIPAA standards for privacy, security and electronic data interchange.
- b. Provide on-line, unlimited eligibility updating and entry capabilities for authorized King County staff.
- c. Accept and maintain weekly employee eligibility data via secured web site at no additional cost; receive weekly 'full' eligibility file that is in extensible markup language (XML) file format that is Direct send (not via a Web site) from the County and a file from a third party vendor for COBRA and retirees.
- d. Have a backup system capable of supporting disaster recovery efforts, and a plan that is written and has been tested.
- e. Agree to notify King County immediately upon identification of system-related problems, programming problems, or data transfer problems. Make every effort necessary to correct such problems within 48 hours regardless of the time or date in order to minimize any disruption to members.
- f. Provide standard key reports and ad hoc reports accurately and within mutually established dates and response times via a secured web site.
- g. Provide access to the web-enabled on-line reporting tools at no additional cost to King County.
- h. Provide comprehensive Coordination of Benefits (COB) administration.

### **Financial**

- a. Offer a competitive financial proposal.
- b. Offer competitive Implementation and Ongoing Performance Service Guarantees in which the organization takes full financial risk for unsatisfied guarantees.

- c. Report on performance guarantees quarterly; pay penalties annually
- d. Reimburse the County directly for any money owed to them (credit on invoices is not acceptable).

#### 7.4 **Dental Plan Design**

Dental coverage is currently provided by Washington Dental Service. Participant payment levels increase through an incentive program as long as participants see the dentist each year as follows:

- For diagnostic and preventive services as well as basic services, the payment level starts at 70% and increases 10% in January of each year until 100% (if a participant does not see the dentist during the calendar year, their payment level is reduced to the next lower payment level, but never below 70%).
- For major restorative services the payment level increases from 70% to 80%, then to 85%.

For new hires, coverage begins at the 70% incentive level; levels “earned” under another group plan don’t apply to the County plan. However, incentive levels are adjusted based on previous participation in the county plan for:

- Recalled or reinstated employees.
- Rehired employees who’s continued county coverage uninterrupted under COBRA between their previous County employment and rehire (if County coverage has been interrupted, new hire incentive levels apply).

Please see Appendix C for detailed plan descriptions. The following are summaries of coverage:

### **Regular and Part-Time 587 Employees**

|   |   |
|---|---|
| <b>Annual deductible</b> (doesn’t apply to diagnostic and preventive services, orthodontic services or accidental injuries) | \$25/person, \$75/family  |
| <b>Annual maximum benefit</b> (doesn’t apply to orthodontic or TMJ services)  | \$2,000/person  |
| <b>Diagnostic and preventive services</b>   | 70%-100% based on patient’s incentive level (deductible doesn’t apply)  |
| <b>Basic services</b>   | 70%-100% based on patient's incentive level   |
| <b>Major services – restorative</b>   | 70%-85% based on patient's incentive level  |
| <b>Major services – prosthodontics</b>  | 70% (incentive levels don’t apply)  |
| <b>Orthodontic services for adults and children</b>   | 50% up to a \$2,500 lifetime maximum (deductible and incentive levels don’t apply; benefit doesn’t apply to the annual maximum benefit)   |
| <b>Night (occlusal) guards</b>  | 50% (incentive levels don’t apply; your medical plan may provide additional coverage)   |
| <b>Temporomandibular joint (TMJ) disorders</b>  | 50% up to a \$500 lifetime maximum for non-surgical treatment and appliances (incentive levels don’t apply and this benefit doesn’t apply to the annual maximum benefit; your medical plan may provide additional coverage) |
| <b>Accidental injury</b>  | 100% for covered expenses incurred within 180 days of accident (deductible doesn’t apply)   |

## Deputy Sheriffs

|   |  |
|---|--|
| <b>Annual deductible</b> (doesn't apply to orthodontic or orthognathic services)      | None   |
| <b>Annual maximum benefit</b> (doesn't apply to orthodontic or orthognathic services) | \$2,500/person   |
| <b>Diagnostic and preventive services</b>   | 70%-100% based on patient's incentive level  |
| <b>Basic services</b>   | 70%-100% based on patient's incentive level  |
| <b>Major services – restorative</b>   | 70%-100% based on patient's incentive level  |
| <b>Major services – prosthodontics</b>  | 70% (incentive levels don't apply)   |
| <b>Orthodontic services for adults and children</b>                                   | 60% up to a \$2,500 lifetime maximum (incentive levels don't apply; benefit doesn't apply to the annual maximum benefit) |
| <b>Orthognathic surgery</b>   | 70% up to a \$5,000 lifetime maximum benefit   |
| <b>Accidental injury</b>  | 100% for covered expenses incurred within 180 days of accident   |

## 7.5 Vision Plan Design

Vision coverage is currently provided by Vision Service Plan. Please see Appendix D for a detailed plan description. Benefits are the same for Regular, Part-Time 587 and Retirees. The following is a summary of coverage:

| <b>Covered Expenses</b>   | <b>If you see a VSP provider you pay a \$10 copay and the plan pays ...</b>  | <b>If you see a non-VSP provider you pay the bill in full and the plan reimburses you the following amounts, minus a maximum \$10 copay ...</b> |
|---|--|---|
| <b>Exams</b> (once every 12 months)   | 100%   | Up to \$40  |
| Lenses (1 pair every 12 months)   |  |   |
| Single vision   | 100%   | Up to \$40  |
| Bifocal   | 100%   | Up to \$60  |
| Trifocal  | 100%   | Up to \$80  |
| Lenticular  | 100%   | Up to \$125   |
| Polycarbonate for children  | 100%   | Not covered   |
| Progressive   | 100%   | Up to \$5 for upgrade to progressive, tints and coatings combined   |
| Tints   | 100%   |   |
| Coatings  | 100%   |   |
| <b>Frames</b> (once every 24 months)  | Covered up to \$130; if you chose a frame that costs more than the VSP allowable amount, you'll receive 20% off your out-of-pocket costs | Up to \$45  |
| <b>Contacts</b> (once every 12 months in place of eyeglass lenses and frames) |  |   |
| Elective  | 100% up to \$105   | Up to \$105   |
| Medically necessary   | 100%   | Up to \$210   |



## 8 SECTION - PROPOSAL QUESTIONS

### 8.1 General

This section contains the Proposal questions to be addressed by Proposers. Proposals shall address the questions in the order presented, identifying the proposal questions by including the number and corresponding question with your answer. Proposals need to be specific, detailed, and straightforward using clear, concise, easily understood language. Proposers should answer questions relating to the type of service(s) they are proposing to provide, as follows:

- Questions 1-78 for Dental and Vision
- Questions 79-95 for Dental Only
- Questions 96-106 for Vision Only

Proposers answering the proposal questions shall examine the entire Request for Proposal document including the instructions, terms and conditions, specifications and applicable standards and regulations. Failure to do so shall be at the Proposers' risk. Section 8 and associated documents are available as Word documents or Excel spreadsheets as appropriate via email from Ovita Bonadie ([ovita.bonadie@metrokc.gov](mailto:ovita.bonadie@metrokc.gov)) at King County Purchasing.

Tabs within each of the eight (8) 3-ring binders must match the headings per Section 1.16. Documents included on the proposal CD need to be in Microsoft Word or Excel format, with the following names:

- Executive Summary.doc
- Questionnaire.doc
- King County Exhibit A.xls
- King County Exhibit B.xls
- King County Exhibit C.xls

You will be instructed to provide sample communications materials in the questionnaire. They should be provided in clear plastic sleeves in each 3-ring binder under Tab 4.

To assist you in your proposal, the following information is provided as appendices.

| Appendix | Description   |
|----------|---|
| A        | Census Data (Vision Census.xls and Dental Census.xls), Covered Groups and Utilization   |
| B        | King County Business Associate Agreement (King County Business Associate Agreement.pdf)   |
| C        | Dental Plan Booklets:<br>C-1 Regular and Local 587 Dental Plan.pdf<br>C-2 Regular and Local 587 SMM 2006.pdf<br>C-3 Deputy Sheriffs Dental Plan.pdf<br>C-4 Deputy Sheriffs SMM 2006.pdf |
| D        | Vision Plan Booklets:<br>D-1 Regular and Local 587 Vision Plan.pdf<br>D-2 Regular and Local 587 SMM 2006.pdf  |

Please complete the tables in the Exhibits:

| <b>Exhibit</b> | <b>Description</b>   |
|----------------|--|
| A              | Exhibit A – Dental Provider Disruption (Dental Disruption.xls) |
| B              | Exhibit B – Dental Provider Discount (Dental Discounts.xls)    |
| C              | Exhibit C – Vision Provider Discount (Vision Discounts.xls)    |

The following section applies to both Dental and Vision Administration Services. If you are responding to both types of services, and your response varies for your Dental and Vision services, please provide two responses for the question indicating vision and dental as applicable.

## 8.2 Questionnaire

### Company Information

1. Provide the complete name, address and federal tax identification number of the organization with whom the proposed contract would be written. Indicate how many years the organization has been providing the proposed services.
2. Please provide the name of the primary contact for your organization that will be readily available to answer questions on the Proposal, as well as their title, address, email address, phone number and fax.
3. Please indicate which services your organization is proposing to provide:  
☐ Vision  
☐ Dental  
☐ Both Vision and Dental  
If you are quoting on both vision and dental, your quote must not be contingent on winning both, please confirm your quotes are effective as stand alone quotes. Yes ☐ No ☐
4. Explain the organization's ownership structure, listing all separate legal entities and their relationship within the structure.
5. Please identify any third party vendor(s) that you contract with in order to fulfill our requirements.
6. Please identify if you outsource work to foreign countries. If yes, where? What type of data is sent?  
**Note:** If this changes in the future, King County must be notified and have the option of 1) assessing where the data will be kept and the type of privacy security maintained, and how they know it is maintained. 2) Terminating the contract if it is determined that our members privacy would be at risk.
7. Describe all major shareholders/owners (10% or greater ownership), and list their percentage of total ownership, and the financial arrangements with these organizations.
8. Describe recent (within last 24 months) or planned changes in your organization such as mergers, stock issues, acquisitions, spin-offs, etc.
9. Briefly describe your organization's disaster recovery plan?

10. Are there any restrictions or pending reviews by state or federal authorities for non-compliance with state or federal regulations? Yes\_\_\_\_ No\_\_\_\_ If yes, please provide details for the past 3 years including outcome.
11. Please describe involvement in any lawsuit in the last 5 years. Specifically identify any lawsuits that are currently in litigation, and/or class action lawsuits.
12. Please provide your company's latest financial rating, if applicable.

| Rating Agency     | Rating and Date |
|-------------------|-----------------|
| A.M. Best         |                 |
| Fitch             |                 |
| Standard & Poor's |                 |

13. Complete the following table with information reflecting your 2005 self insured and fully insured book-of business:

| Plan Sponsor/Type        | Number of Plan Sponsors | Number of Covered Members | Annual Total Paid Claims |
|--------------------------|-------------------------|---------------------------|--------------------------|
| Commercial               |                         |                           |                          |
| Government/Public Sector |                         |                           |                          |

14. What was your 2004 and 2005 client retention rate for commercial vs. government/public sector plan sponsors?
15. Please disclose any potential conflicts of interest in managing the King County benefits.
16. The County produces their summary plan descriptions (SPDs) and summary of material modifications (SMMs). Please confirm that you will reimburse King County for the costs associated with producing their SPDs and SMMs. Those costs include developmental (i.e., County staff time to develop), printing and shipping costs. Please provide a communication budget that the County can use for their SPDs and SMMs over the course of a 3- year contract. Schedule of SPDs and SMMs will be as follows:
  - a. For Dental, there are separate SPDs and SMMs for the Deputy Sheriffs, so there will be a total of 2 SPDs and 4 SMMs in a 3-year period
  - b. For Vision, there will be a total of 1 SPD and 2 SMMs in a 3-year period
17. It is anticipated that the selected providers will be required to participate in a number of benefit fairs. Indicate your willingness to support this and any upper limit on the number of benefit fairs you will attend.

18. Please confirm your compliance with each of the Proposal Specifications listed in Section 7.3. Please place an "X" in the column under the Yes or No.

| Proposal Specification  | Yes | No | Yes With Exceptions |
|---|-----|----|---------------------|
| <b>General</b>  |     |    |                     |
| a. Comply with all applicable local, state, and federal laws including the federal Health Insurance Portability and Accountability Act (HIPAA), and the regulations there under.  |     |    |                     |
| b. Be properly licensed, certified, or credentialed to operate in the state of Washington.  |     |    |                     |
| c. Notify the King County Contract Manager within 30 days of purchase, acquisition, and any other change in its ownership or partners or control affecting 10 percent or greater interest, any acquisition by it of 10 percent or greater interest in any subsidiary, and any new agreement with, by, or between any affiliates that is relevant to the contract. |     |    |                     |
| d. Agree that all financial payments due to King County (e.g., missed Performance Guarantees, implementation funds, etc.) must be reconciled and paid via check directly to King County.  |     |    |                     |
| e. Reimburse King County for costs associated with producing their custom SPDs and SMMs   |     |    |                     |
| f. Agree that the response to this RFP and any subsequent documentation (best and final offer, finalist presentation, or memo) shall be considered part of the final agreement and contract.  |     |    |                     |
| g. Demonstrate a commitment to research and developing plan benefits based on evidence-based medicine.  |     |    |                     |
| <b>Account Management</b>   |     |    |                     |
| a. Provide a dedicated and responsive account management team. The assigned account management team must have accountability and authority to respond and resolve inquiries, requests, and issues raised by King County to assure compliance and overall service quality.   |     |    |                     |
| b. The assigned account management team must be based in the Pacific Standard Time (PST) or Mountain Standard Time (MST) zone. At a minimum, the day-to-day contact must be based in either the PST or MST zone and must be required to uphold a mutually established minimum response time to inquiries.   |     |    |                     |
| c. Assigned account management team must agree to review and approve King County's SPD for accuracy as part of the basic costs.   |     |    |                     |

| <b>Proposal Specification</b>   | <b>Yes</b> | <b>No</b> | <b>Yes With Exceptions</b> |
|---|------------|-----------|----------------------------|
| <b>Member Services</b>  |            |           |                            |
| a. When applicable, provide customized member communications, approved by King County.  |            |           |                            |
| b. Provide customer service activities to include, but not limited to single front-end toll-free number with touch tone routing (if necessary), for King County members; a voice response system (if necessary) with a user-friendly menu and alternative language options, and system availability 24 hours a day/7 days a week/365 days a year. |            |           |                            |
| c. Provide on-line member service capabilities that include, but are not limited to, access to provider information, benefit plan summaries, ability to order replacement ID cards and explanation of benefits.   |            |           |                            |
| d. Supply a toll free number for inquires from providers regarding network issues, etc.   |            |           |                            |
| e. Ensure that people with limited English proficiency and those who are deaf or hearing impaired have access to communication services that enable members to utilize the phone lines.   |            |           |                            |
| f. Use alternate ID numbers (preferably generated by King County) for member identification.  |            |           |                            |
| g. Provide ID cards and distribute by 1/1/2007. (Dental only)   |            |           |                            |
| <b>Implementation</b>   |            |           |                            |
| a. Load historical claims data to pre-test adjudication system prior to implementation.   |            |           |                            |
| b. Assign a designated team that will manage a smooth transition process from the current vendor.   |            |           |                            |
| c. Produce an Administrative Manual for the program that provides information necessary for the King County benefits team to operate the plan. This guide shall be in a mutually agreed upon format and shall be provided at no additional charge to King County.   |            |           |                            |
| d. Offer a separate, one-time, Implementation Performance Guarantee that incorporates a minimum of four mutually accepted key milestones that ensure an accurate and timely implementation.   |            |           |                            |
| <b>Plan Design</b>  |            |           |                            |
| a. Match King County's current plan design (see section 7 and Appendix C and D).  |            |           |                            |
| <b>Network</b>  |            |           |                            |
| a. Offer a competitive and comprehensive network of providers including private practices.  |            |           |                            |

| <b>Proposal Specification</b>  | <b>Yes</b> | <b>No</b> | <b>Yes With Exceptions</b> |
|--|------------|-----------|----------------------------|
| <b>Data, Systems, and Reporting</b>  |            |           |                            |
| a. Accept electronic data transfer and administer membership information in compliance with HIPAA standards for privacy, security and electronic data interchange.   |            |           |                            |
| b. Provide on-line, unlimited eligibility updating and entry capabilities for authorized King County staff.  |            |           |                            |
| c. Accept and maintain weekly employee eligibility data via secured web site at no additional cost; receive weekly 'full' eligibility file that is in extensible markup language (XML) file format that is Direct send (not via a Web site) from the County and a file from a third party vendor for COBRA and retirees. |            |           |                            |
| d. Have a backup system capable of supporting disaster recovery efforts, and a plan that is written and has been tested.   |            |           |                            |
| e. Agree to notify King County immediately upon identification of system-related problems, programming problems, or data transfer problems. Make every effort necessary to correct such problems within 48 hours regardless of the time or date in order to minimize any disruption to members.                          |            |           |                            |
| f. Provide standard key reports and ad hoc reports accurately and within mutually established dates and response times via a secured web site.   |            |           |                            |
| g. Provide access to the web-enabled on-line reporting tools at no additional cost to King County.   |            |           |                            |
| h. Provide comprehensive Coordination of Benefits (COB) administration.  |            |           |                            |
| <b>Financial</b>   |            |           |                            |
| a. Offer a competitive financial proposal.   |            |           |                            |
| b. Offer competitive Implementation and Ongoing Performance Service Guarantees in which the organization takes full financial risk for unsatisfied guarantees.   |            |           |                            |
| c. Report on performance guarantees quarterly; pay penalties annually  |            |           |                            |
| d. Reimburse the County directly for any money owed to them (credit on invoices is not acceptable).  |            |           |                            |

19. Please list three key points that differentiate your organization from your competitors and make your firm uniquely suited to fulfilling King County's needs. Please provide specific examples in your description.

## Account Service

20. Provide an organizational chart for the account service team proposed for King County with name, title/responsibility, office location, education, experience, years with company, years in current position, and number of current clients of each account service team member. At a minimum, the proposed account team should consist of the following personnel:
  - a. Account Director (responsible for relationship with King County)
  - b. Account Manager (responsible for daily account issues)
  - c. Implementation Manager (if applicable)
21. Identify which team member would be responsible for day-to-day account issues and communication with King County staff. Please confirm that this person will respond to all account inquiries from King County staff within one business day. If this individual is unavailable to respond, please describe the process for escalating or delegating this responsibility to another account team member.
22. If awarded a contract with King County, indicate your willingness to offer a key personnel clause, which would require a minimum of 60 days advance notice of any changes to the proposed account management team (when possible), and a clause that would allow King County the right to refuse any proposed account management team changes. Note: Reasonable exceptions would apply in situations beyond the vendor's control (i.e., resignation/termination with less than 60 day notice). Yes\_\_\_\_\_ No\_\_\_\_\_
23. Confirm your willingness to meet with King County staff quarterly to review plan performance and utilization trends and that these reviews will be conducted on-site in King County offices at no additional cost. Yes\_\_\_\_\_ No\_\_\_\_\_
24. King County wants to ensure that your organization has a process in place to manage program changes and updates that occur after the effective date. Briefly describe how the account team approaches change requests, ensures accurate implementation, and completes post-implementation follow-up.
25. Confirm your willingness to allow King County staff or its delegates to perform periodic claims audits, both operational and financial, at no additional cost to verify compliance with contract obligations. King County requires the ability to conduct these audits at any time during the contract term without limitations on the timeframe of data to be audited. King County should not be responsible for any vendor expenses related to an audit—including the provision of records. Confirm acceptance of these requirements and state any standard conditions. Yes\_\_\_\_\_ No\_\_\_\_\_



26. Using the table below, provide at least three references of current accounts with over 25,000 members that are similar to King County in industry and demographics. These references should have more than one year of experience with the proposed account management team, if possible.

| Client Name | Location | Length of Relationship | Number of Covered Lives | Contact Name, Title and Phone |
|-------------|----------|------------------------|-------------------------|-------------------------------|
| 1.          |          |                        |                         |                               |
| 2.          |          |                        |                         |                               |
| 3.          |          |                        |                         |                               |

27. Using the table below, provide at least three names and contact information for accounts with over 25,000 members that have terminated your services within the past two years. The reason for termination must be other than due to merger or acquisition activity.

| Client Name       | Industry | Length of Relationship | Number of Covered Lives | Contact Name, Title and Phone |
|-------------------|----------|------------------------|-------------------------|-------------------------------|
| 1.                |          |                        |                         |                               |
| Termination Date: |          | Reason:                |                         |                               |
| 2.                |          |                        |                         |                               |
| Termination Date: |          | Reason:                |                         |                               |
| 3.                |          |                        |                         |                               |
| Termination Date: |          | Reason:                |                         |                               |

### Implementation

28. For the County's program that will be effective on January 1, 2007, please provide a detailed implementation plan regarding critical tasks, timeframes and resources based on the proposed King County programs beginning with the contract being awarded on June 1, 2006 and an effective date of January 1, 2007. Please include:
- A Gantt chart or similar tool to indicate the number of person-hours allocated to each task and the estimated resources
  - The role King County will play during implementation
  - The roles and responsibilities of your implementation team including the number of implementations the main project manager has managed and the size of each account
  - The process for the exchange of data for eligibility feed from King County and from the COBRA/retiree vendor
  - The testing between the County and vendor
  - Contacts assigned to each step of the implementation process

g. Please incorporate the dates and activities listed below as required milestones

|                     |   |
|---------------------|---|
| June 12, 2006       | Establish implementation teams and schedule   |
| June 12 – July 2006 | Implementation meetings with BHIP and vendor tech staff to identify interface requirements; functional and technical and content and methodology/delivery |
| July 2006           | First test file to establish electronic handshake   |
| July – Sept 2006    | Testing and redevelopment; King County data to and from   |
| December 5, 2006    | King County will mail employees/dependents a confirmation letter regarding their new benefit elections  |
| December 20, 2006   | King County will provide eligibility file   |
| January 1, 2007     | King County benefit goes live   |
| January 1, 2007     | ID cards received by members (dental only)  |

29. Confirm your willingness to conduct weekly updates during the implementation process and to accept King County modifications to the implementation plan. Yes\_\_\_\_ No\_\_\_\_
  
30. Please note that King County will send the final eligibility file on 12/20/2006. Please indicate how your organization intends to ensure that eligibility is properly loaded prior to the January 1, 2007 effective date.
  
31. Please detail any concerns you have with the implementation schedule. Provide information on your proposed plan to manage the process, including quality assurance reviews and provision of eligibility discrepancy or error reports.
  
32. Confirm you will provide an administrative guide outlining all processes and requirements for interface with the County and other vendors after implementation is complete. The administrative file should include the information necessary for King County benefits team to operate the plan and shall be in a mutually agreed upon format and provided at no additional cost to King County. The manual should include, but not be limited to, the following information: account management structure and contact information, process for handling questions and escalation process, file exchanges, eligibility processes and timeframes, ID card process (how to order via online, fax, phone and timeframes), listing of plan exclusions, services requiring prior authorization, processes for obtaining prior authorization, benefit limits, appeals process, forms description or definition of forms and on-line location, coordination of benefit process, etc. Yes\_\_\_\_ No\_\_\_\_ Please note that during finalist meetings, you may be asked to provide samples of administrative manuals you have prepared for other clients.
  
33. Confirm your willingness to fund a readiness audit and/or post-implementation audit upon King County request. Detail any implementation audit conditions or restrictions, including auditor selection and total funding. Yes\_\_\_\_ No\_\_\_\_

## Member Service

34. Provide the location, size and main operating hours of the member service center that will service the King County account.
35. Confirm your willingness to provide a dedicated toll-free member services number for King County's members at no additional cost. Yes\_\_\_\_\_ No\_\_\_\_\_
36. Confirm your willingness to use King County's generated alternate IDs versus social security numbers for member identification. Yes\_\_\_\_\_ No\_\_\_\_\_
37. Discuss your willingness to provide a designated customer service team to King County, including the percentage of member calls that would be handled by the designated team and the call routing procedures. Provide a brief description of your staffing and training plans.
38. What is the ratio of members to customer service representatives for the location and team you are proposing?
39. Are customer service calls monitored for quality assurance purposes? Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, please indicate how the calls are monitored – check all that apply.

| Yes | No | Type of Monitoring   |
|-----|----|--|
|     |    | Two-way silent monitoring ( <i>able to hear both sides of the conversation without the counselor knowing the call is being monitored</i> ) |
|     |    | One-way monitoring ( <i>only able to hear counselor</i> )  |
|     |    | Side-by-side monitoring of the <i>counselor</i> at their workstation   |
|     |    | Taped calls  |

40. Is there an announcement advising the member of this monitoring? Yes\_\_\_\_\_ No\_\_\_\_\_
41. Can the scripts for customer service representatives be modified to indicate that the member has reached services for the "KingCare" plan? Yes\_\_\_\_\_ No\_\_\_\_\_
42. Do you have special services for hearing impaired, visually impaired and non-English speaking customers? Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, please describe including telephonic customer service and member online services. If no, do you have the ability to add these services? Yes\_\_\_\_\_ No\_\_\_\_\_
43. Is there an interactive voice response (IVR) system in place? Yes\_\_\_\_\_ No\_\_\_\_\_. If yes, is there an opt-out to a "live" claims representative at every step in the protocol? Yes\_\_\_\_\_ No\_\_\_\_\_

44. For the office that will handle King County's account, please provide the following service statistics:

|   | <b>Standard</b> | <b>2004</b> | <b>2005</b> |
|---|-----------------|-------------|-------------|
| Telephone average speed of answer   |                 |             |             |
| Percentage of calls abandoned   |                 |             |             |
| Average waiting time  |                 |             |             |
| Average call time   |                 |             |             |
| Average time for problem resolution from initial notification                                 |                 |             |             |
| Percentage of problems resolved during first call/contact (member does not need to call back) |                 |             |             |

45. What was the turnover percentage among customer service representatives (CSRs) and claims processors for the past 12 months?
46. Discuss your organizations process for tracking member issues/complaints/grievances from initial call to resolution.
- a. Describe automated tools that assist with this tracking process.
- b. Confirm if CSRs will have electronic access to King County's SPDs. Yes \_\_\_\_ No \_\_\_\_
47. Complete the following table indicating the on-line tools currently available.

|   | <b>Currently<br/>Yes/No</b> | <b>Comments</b> |
|---|-----------------------------|-----------------|
| <b>Member On-Line Self-Service Capabilities</b> |                             |                 |
| Access provider information                     |                             |                 |
| Access provider directories                     |                             |                 |
| Access benefit plan summaries                   |                             |                 |
| Order replacement ID cards                      |                             |                 |
| "Talk" to providers (i.e., "ask the physician") |                             |                 |
| File a claim                                    |                             |                 |
| Download printable claim forms                  |                             |                 |
| Check claim status                              |                             |                 |
| Submit appeals                                  |                             |                 |
| Submit inquiries to customer service via email  |                             |                 |
| Access educational information                  |                             |                 |

|   | <b>Currently<br/>Yes/No</b> | <b>Comments</b> |
|---|-----------------------------|-----------------|
| Explanation of Benefits   |                             |                 |
| Personalized strategies to improve health   |                             |                 |
| Custom landing page for employees to access through link on King County website       |                             |                 |
| Blocking member access to see claims for spouse/domestic partner and children over 13 |                             |                 |
| Plan Sponsor On-Line Self Service Capabilities  |                             |                 |
| Check eligibility   |                             |                 |
| View monthly invoices online (up to 12 months of historical invoices)                 |                             |                 |
| Sort and search enrollee information  |                             |                 |
| Download current billing detail and request subscriber terminations                   |                             |                 |
| Check claim status inquiry for a member   |                             |                 |
| Request ID card for a member  |                             |                 |
| Other   |                             |                 |

48. Please provide the URL for your member service website and a temporary login and password for viewing its capabilities by King County's selection committee. (Please provide 12 test user names and passwords.)

49. Please confirm your ability to fully support both Mac and PC platforms. Yes\_\_\_\_ No\_\_\_\_

50. Please confirm your ability to support the following browsers:

|                   | <b>Yes</b> | <b>No</b> |
|-------------------|------------|-----------|
| Internet Explorer |            |           |
| Netscape          |            |           |
| Opera             |            |           |
| Mozilla Firefox   |            |           |
| Safari            |            |           |
| Other             |            |           |

51. Indicate your willingness to provide a King County co-branded website at no additional charge. Yes\_\_\_\_ No\_\_\_\_

52. Indicate your willingness to provide a King County co-branded membership ID cards at no additional charge. Cards must not reflect social security numbers. Yes\_\_\_\_\_ No\_\_\_\_\_
53. Discuss consumer-focused tools/products available that will educate members on the actual cost of services. Provide examples under Tab 5. Detail any additional costs associated with this service and any challenges around privacy and dependent-related concerns.
54. Confirm your willingness to conduct a King County specific member satisfaction survey at least annually. Yes\_\_\_\_\_ No\_\_\_\_\_
- Indicate any additional costs associated with this service.

### **Claims Processing/Administration**

55. Provide the location, size and main operating hours of the claim processing center that will service the King County account.
56. Will King County's claims be handled by a dedicated unit or service representative? If yes, please define dedicated. Yes\_\_\_\_\_ No\_\_\_\_\_
57. What is the ratio of members to claims processors for the location and team you are proposing?
58. Please provide claim adjudication statistics for the proposed claim office in the table below.

|  | <b>Standard</b> | <b>2004</b> | <b>2005</b> |
|--|-----------------|-------------|-------------|
| Financial accuracy (percent of dollars paid correctly) |                 |             |             |
| Overall accuracy                                       |                 |             |             |
| Turnaround time in 14 calendar days                    |                 |             |             |
| Turnaround time in 28 calendar days                    |                 |             |             |

59. Are there plans to replace the claim processing system within the next three years at the claim office you are proposing for King County? Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, when? If yes, do you have a detailed implementation plan specific to the individual employer plan level to assure smooth transition to the new platform?

60. Complete the following table indicating the on-line tools currently available to providers.

| Provider Support  | Currently<br>Yes/No | Comments |
|---|---------------------|----------|
| Real-time verification of the eligibility status of members |                     |          |
| Access benefit plan information                             |                     |          |
| Access patient history                                      |                     |          |
| Submit claims   |                     |          |
| Submit precertification information                         |                     |          |
| Other   |                     |          |

### Confidentiality and Privacy

61. Confirm your company is in compliance with all current HIPAA regulations for privacy, security, and electronic data interchange (EDI). Yes\_\_\_\_\_ No\_\_\_\_\_ Provide a brief description of how your organization substantiates compliance internally.
62. Please review Appendix B (KC Business Associate Agreement.doc.) and indicate your organization's willingness to sign this Agreement. Yes\_\_\_\_\_ No\_\_\_\_\_ Please indicate any exceptions or deviations on the language included in this Agreement.
63. Confirm your member and employer web site has valid Secure Socket Layer (SSL) security. Yes\_\_\_\_\_ No\_\_\_\_\_
64. Please describe how your organization will ensure that the confidentiality and privacy of member information, including credit card and other financial data, is being protected when utilizing your services.
65. Verify that your organization can meet the King County Policies and Standards for privacy and security with regard to the administration of strong passwords for your member web site. Yes\_\_\_\_\_ No\_\_\_\_\_
66. Please confirm that anything that is claims-related or involves Personal Health Information is protected by an individual member's log-on ID and password. Yes\_\_\_\_\_ No\_\_\_\_\_
67. Please confirm if every member is separate so that a subscriber (parent) would not have access to their child's history unless they had the actual sign-on and password. (The only thing that a subscriber can see with regards to their family would be who is currently eligible for benefit.) Yes\_\_\_\_\_ No\_\_\_\_\_

## Plan Design

68. Section 7 outlines King County's plan design that is in effect for 2006; however, King County reserves the right to make modifications to the final plan design prior to the contract effective date. Please confirm your willingness and ability to administer King County's plan design and any changes prior to January 1, 2007. Yes\_\_\_\_ No\_\_\_\_
69. King County plans coordinate benefits under a non-duplication policy between primary and secondary plans. Please confirm your ability to administer King County's COB definition. Yes\_\_\_\_ No\_\_\_\_

## Eligibility

70. Please list your required and optional data fields for electronic eligibility files.
71. Please confirm that the eligibility processing will be handled as outlined below. Please indicate any deviations. Yes\_\_\_\_ No\_\_\_\_
- a. Receive weekly 'full' eligibility file:
    - (1) Extensive Markup Language (XML) file
    - (2) Direct send versus website
    - (3) An email will be sent to notify vendor the file has been sent
    - (4) Each file will contain all benefit-eligible employees & dependents including actives and terminations  
**Note:** Terminations will appear only once on a file and will not be repeated on subsequent files
  - b. Receive manual updates via fax and email
  - c. Vendor must update their systems within one business day from the date/time stamp on the XML file from King County
  - d. Receive third party eligibility files for King County COBRA participants and retirees
  - e. Send confirmation file weekly for receipt of eligibility files:
    - (1) XML file
    - (2) Count of actives & terminations
    - (3) Reject or errors



- f. Send monthly roster of all employees and dependents:
- (1) XML file
  - (2) Complete file with all information (names, addresses, date of birth, etc.); provide the last week of each month
  - (3) Roster is to be sent within two (2) business days following the last file received for the month
72. Please confirm your willingness to handle the billing process as outlined below. Please indicate any deviations. Yes\_\_\_\_ No\_\_\_\_
- a. Self-bill based on King County monthly eligibility file, including retroactivity
  - b. Ability to go back one year (on a 12-month rolling basis) for retroactivity
  - c. Any payment remittance must have option for Automated Clearing House (ACH) or wire transfer

### **Banking Capabilities**

73. Please describe all banking capability options available to the County including a description of each process and time requirements.
74. Will you provide monthly banking reconciliation services?
- \_\_\_\_ Yes, with no additional charge
- \_\_\_\_ Yes, with additional charge of \$\_\_\_\_\_
- \_\_\_\_ No
75. Are you able to process ACH transfers? Yes\_\_\_\_ No\_\_\_\_

## Reporting Capabilities

76. Please indicate if you have the following on-line plan sponsor reporting capabilities. If a particular service is not included in your quotation, please indicate the additional cost to add the service.

| Online Plan Sponsor Support                         | Yes/No | Comments |
|---|--------|----------|
| Claim Experience by account/suffix structure        |        |          |
| Enrollment by month and by account/suffix structure |        |          |
| Triangulation/Lag Report                            |        |          |
| Utilization Review Report                           |        |          |
| Network Utilization Report                          |        |          |
| Top Provider Report                                 |        |          |
| Submitted vs. Paid Report                           |        |          |
| Network Savings Report                              |        |          |
| Annual Renewal Report                               |        |          |
| Other (please specify)                              |        |          |

77. Can you provide monthly reports by 30 days after the close of the month?  
Yes\_\_\_\_\_ No\_\_\_\_\_

78. Indicate the number of hours included in your quoted fees for ad-hoc reporting.

## The following sections apply to Dental Services only

### Network

79. Do you have capabilities of providing a national network? Yes\_\_\_\_\_ No\_\_\_\_\_ If so, would King County members have access to the national network if out of western Washington?  
Yes\_\_\_\_\_ No\_\_\_\_\_

80. Do you have a dental network in the Western Washington counties listed? (check one)

| County           | Yes, Own Network | Yes, Rented Network | No |
|------------------|------------------|---------------------|----|
| King County      |                  |                     |    |
| Kitsap County    |                  |                     |    |
| Pierce County    |                  |                     |    |
| Snohomish County |                  |                     |    |

81. Please complete the following table with the number of dentists in the network you are proposing for King County.

| County           | General | Endodontist | Oral Surgeon | Orthodontist |
|------------------|---------|-------------|--------------|--------------|
| King County      |         |             |              |              |
| Kitsap County    |         |             |              |              |
| Pierce County    |         |             |              |              |
| Snohomish County |         |             |              |              |
| Total            |         |             |              |              |

| County           | Pedodontist | Periodontist | Prosthodontist | Oral Pathologist |
|------------------|-------------|--------------|----------------|------------------|
| King County      |             |              |                |                  |
| Kitsap County    |             |              |                |                  |
| Pierce County    |             |              |                |                  |
| Snohomish County |             |              |                |                  |
| Total            |             |              |                |                  |

82. If you don't own your own network, do claims need to be sent for repricing? If yes, please describe the process. Yes\_\_\_\_ No\_\_\_\_
83. Do participating providers have an ownership position in the network? Yes\_\_\_\_ No\_\_\_\_
84. Do you have any financial ownership in the providers with whom you contract? Yes\_\_\_\_ No\_\_\_\_
85. Are there any provider reimbursement mechanisms, other than fee for service, used in your network? Yes\_\_\_\_ No\_\_\_\_ If yes please describe in detail.
86. What types of reports are used to measure provider performance? (Identify all that apply.)
- \_\_\_\_Member satisfaction surveys
- \_\_\_\_Utilization/cost profiles
- \_\_\_\_Quality profiles
87. Please describe how your network ensures the quality of the providers contained therein.
88. Do your network dental contracts require provider compliance with all utilization review procedures? Yes\_\_\_\_ No\_\_\_\_

89. Do your network dental contracts preclude providers from balance billing? Yes\_\_\_\_ No\_\_\_\_

90. How often are dentist contracts renegotiated? (Check one.)

\_\_\_\_More frequently than once every 2 years

\_\_\_\_More than once every 2 years, less than 3 years

\_\_\_\_More than once every 3 years, less than 5 years

\_\_\_\_Less often than once every 5 years

91. What was your provider turnover rate in each of the following four counties in 2004 and 2005?

| County           | Turnover Rate |      |
|------------------|---------------|------|
|                  | 2004          | 2005 |
| King County      |               |      |
| Kitsap County    |               |      |
| Pierce County    |               |      |
| Snohomish County |               |      |

92. Please provide a GeoAccess report using the following parameters based on the network you are proposing for King County:

a. Urban: 2 in 8 miles

b. Suburban: 2 in 10 miles

c. Rural: 2 in 25 miles

### Plan Design

93. The County has two sets of benefits plans –one that applies to all employees except the King County Police Officers Guild (currently included in the scope of the RFP), and a different set of benefit plans for the Guild that are bargained separately. King County may request a separate quote for a group of 800 bargained employees at a later date. Please indicate your ability to administer a separate group. Yes\_\_\_\_ No\_\_\_\_

## Performance Guarantees

94. Please indicate your willingness to adhere to the following performance guarantees, and the proposed percentage of fees your organization will put at risk for each standard. Note any deviations.

| Measurement                       | Definition  | Proposed Guarantee  | Proposed Penalty/<br>Percentage at Risk | Comply<br>Yes/No | County<br>Specific<br>Yes/No |
|-----------------------------------|---|---|---|------------------|------------------------------|
| <b>Claims Processing</b>          |   |   |   |                  |                              |
| • Timeliness                      | The percentage of all claims processed within a specified number of days. Timeliness is measured from the date the claim is received by the Administrator to the date it is processed (i.e., paid, denied or pended for external information).  | 93% within 10 working days and 97% within 15 working days |   |                  |                              |
| • Grievance/<br>Appeal<br>Process | Adhere to the timelines as proposed in the new DOL's New Claims Procedures Rules, effective 7/1/02.   |   |   |                  |                              |
| • Financial                       | The percentage of claim dollars paid accurately. Calculated as total audited paid dollars minus the absolute value of over and underpayments, divided by total audited paid dollars.  | 99%   |   |                  |                              |
| • Statistical                     | The percentage of claims processed accurately. Calculated as the total number of audited claims minus the number of claims processed with error, divided by the total number of audited claims. Definition of "error: includes any type of error (i.e., coding, procedural, system, payment, etc.), whether a payment or non-payment error. Each type of error is counted as one full error and no more than one error can be | 95%   |   |                  |                              |

| Measurement  | Definition  | Proposed Guarantee | Proposed Penalty/<br>Percentage at Risk | Comply Yes/No | County Specific Yes/No |
|--|---|--------------------|---|---------------|------------------------|
|  | assigned to each claim.   |                    |   |               |                        |
| <b>Customer Service</b>  |   |                    |   |               |                        |
| <ul style="list-style-type: none"> <li>Average speed to answer</li> </ul>          | The amount of time that elapses between the time a call is received into the phone system to the time answered by a representative (live voice answer). | 30 seconds         |   |               |                        |
| <ul style="list-style-type: none"> <li>Abandonment rate</li> </ul>                 | Percentage of calls that are unanswered calls (i.e., caller hangs up).  | 5% or less         |   |               |                        |
| <b>Reporting</b>   |   |                    |   |               |                        |
| <ul style="list-style-type: none"> <li>Performance</li> <li>Utilization</li> </ul> | Number of days between the end of a reporting period and the day reports are distributed to the client.   | 30 days<br>30 days |   |               |                        |
| <b>Implementation (One-time fee)</b>   | 4 guarantees to be mutually agreed upon by King County and Vendor   |                    |   |               |                        |

## Financial Proposal

### Instructions

- Provide all fees on a per-employee-per-month (PEPM) basis.
- The proposed plan designs are included in Appendix C.
- Provide a quote on a mature basis for all years.
- Do not include commissions.
- Three-year fee guarantees are required for all services.
- All fees should exclude print copies of provider directories.
- Please indicate the services that are included in your fees and those services for which there are additional costs.
- If you are willing to guarantee fees beyond the third year, please indicate the guaranteed fees.

95. Please indicate the per employee per month (PEPM) amount you will charge:

| Administration and Network Services | 2007 | 2008 | 2009 |
|-------------------------------------|------|------|------|
| Per Employee Per Month Fee          |      |      |      |

**The following sections apply to Vision Services only**

**Network**

96. Do you have capabilities of providing a national network? Yes\_\_\_\_\_ No\_\_\_\_\_ If so, would King County members have access to the national network if out of western Washington? Yes\_\_\_\_\_ No\_\_\_\_\_

97. Do you have a vision network in the Western Washington counties listed? (check one)

| County           | Yes, Own Network | Yes, Rented Network | No |
|------------------|------------------|---------------------|----|
| King County      |                  |                     |    |
| Kitsap County    |                  |                     |    |
| Pierce County    |                  |                     |    |
| Snohomish County |                  |                     |    |

98. Please complete the following table with the number of vision providers in each of the following categories for the network you are proposing covering 4 counties.

| County           | Private Practice Providers | Retail Locations |
|------------------|----------------------------|------------------|
| King County      |                            |                  |
| Kitsap County    |                            |                  |
| Pierce County    |                            |                  |
| Snohomish County |                            |                  |
| <b>Total</b>     |                            |                  |

99. If your network includes retail locations, please list the chains included in your network.
100. If you don't own your network, do claims need to be sent for repricing? If yes, please describe the prices. Yes\_\_\_\_\_ No\_\_\_\_\_
101. Are there any provider reimbursement mechanisms, other than fee for service, used in your network? If yes, please describe in detail. Yes\_\_\_\_\_ No\_\_\_\_\_

102. What was your vision provider turnover rate in each of the following four counties in 2004 and 2005?

| County           | Turnover Rate |      |
|------------------|---------------|------|
|                  | 2004          | 2005 |
| King County      |               |      |
| Kitsap County    |               |      |
| Pierce County    |               |      |
| Snohomish County |               |      |

103. Please provide a GeoAccess report for vision providers with parameters of 1 in 10 miles.

### Performance Guarantees

104. Please indicate your willingness to adhere to the following performance guarantees, and the proposed percentage of fees your organization will put at risk for each standard. Note any deviations.

| Measurement              | Definition   | Proposed Guarantee         | Proposed Penalty/ Percentage at Risk | Comply Yes/No | County Specific Yes/No |
|--------------------------|--|----------------------------|--------------------------------------|---------------|------------------------|
| <b>Claims Processing</b> |  |                            |                                      |               |                        |
| • Timeliness             | The percentage of all claims processed within a specified number of days. Timeliness is measured from the date the claim is received by the Administrator to the date it is processed (i.e., paid, denied or pended for external information). | 95% within 5 calendar days |                                      |               |                        |
| • Financial              | The percentage of claim dollars paid accurately. Calculated as total audited paid dollars minus the absolute value of over and underpayments, divided by total audited paid dollars.   | 99%                        |                                      |               |                        |



| Measurement  | Definition  | Proposed Guarantee | Proposed Penalty/ Percentage at Risk | Comply Yes/No | County Specific Yes/No |
|--|---|--------------------|--------------------------------------|---------------|------------------------|
| <ul style="list-style-type: none"> <li>Statistical</li> </ul>                                    | The percentage of claims processed accurately. Calculated as the total number of audited claims minus the number of claims processed with error, divided by the total number of audited claims. Definition of "error: includes any type of error (i.e., coding, procedural, system, payment, etc.), whether a payment or non-payment error. Each type of error is counted as one full error and no more than one error can be assigned to each claim. | 98%                |                                      |               |                        |
| <b>Customer Service</b>  |   |                    |                                      |               |                        |
| <ul style="list-style-type: none"> <li>Average speed to answer</li> </ul>                        | The amount of time that elapses between the time a call is received into the phone system to the time answered by a representative (live voice answer).   | 30 seconds         |                                      |               |                        |
| <ul style="list-style-type: none"> <li>Response to telephone inquires within 24 hours</li> </ul> | Percentage of calls that require additional information and respond within a certain amount of time.  | 97%                |                                      |               |                        |
| <ul style="list-style-type: none"> <li>Abandonment rate</li> </ul>                               | Percentage of calls that are unanswered calls (i.e., caller hangs up).  | 5% or less         |                                      |               |                        |
| <b>Reporting</b>   |   |                    |                                      |               |                        |
| <ul style="list-style-type: none"> <li>Performance</li> <li>Utilization</li> </ul>               | Number of days between the end of a reporting period and the day reports are distributed to the client.   | 30 days<br>30 days |                                      |               |                        |
| <ul style="list-style-type: none"> <li>Implementation</li> <li>(One-time fee)</li> </ul>         | 4 guarantees to be mutually agreed upon by King County and Vendor   |                    |                                      |               |                        |

## Financial Proposal

### Instructions

- a. Provide all fees on a per-employee-per-month (PEPM) basis.
  - b. The proposed plan designs are included in Appendix D.
  - c. Provide a quote on a mature basis for all years.
  - d. Do not include commissions.
  - e. Three-year fee guarantees are required for all services.
  - f. All fees should exclude print copies of provider directories.
  - g. Please indicate the services that are included in your fees and those services for which there are additional costs.
  - h. If you are willing to guarantee fees beyond the third year, please indicate the guaranteed fees.
105. Please indicate the per employee per month (PEPM) amount you will charge:

| <b>Administration and Network Services</b> | <b>2007</b> | <b>2008</b> | <b>2009</b> |
|--|-------------|-------------|-------------|
| <b>Per Employee Per Month Fee</b>          |             |             |             |

106. Mercer will conduct a provider disruption analysis in order to estimate the level of disruption that employees would experience in the event of a change in vision carrier. For this analysis please provide in electronic Excel format a listing of all of your network providers in the three-digit Zip Code regions 980, 981, 982, 983, and 984. For each provider listed, please include the following fields:
- a. Provider Tax ID Number
  - b. Provider Name
  - c. Provider Street Address
  - d. Provider City

### 8.3 Appendix A - Census Data, Covered Groups, and Utilization History

#### Census Data

Please see Dental Census.xls and/or Vision Census.xls. Totals are based on the number of benefit-eligible employees as of May, 2005.

#### Covered Groups (as of December 2005)

##### Dental

| Covered Group   | Employee Count |
|-----------------|----------------|
| Regular         | 12,264         |
| Part-Time 587   | 126            |
| Deputy Sheriffs | 670            |
| Law Library     | 7              |
| COBRA           | 104            |
| <b>Total</b>    | <b>13,171</b>  |

##### Vision

| Covered Group | Employee Count |
|---------------|----------------|
| Regular       | 12,288         |
| Part-Time 587 | 136            |
| COBRA         | 119            |
| Retirees      | 271            |
| <b>Total</b>  | <b>12,814</b>  |

#### Enrollment and Cost Summary (2003-2005)

##### Dental

|      | Average Enrollment | Total Paid Claims |
|------|--------------------|-------------------|
| 2003 | 13,219             | \$17,097,821      |
| 2004 | 13,192             | \$16,756,558      |
| 2005 | 13,144             | \$17,166,846      |

##### Vision

|      | Average Enrollment | Total Paid Claims |
|------|--------------------|-------------------|
| 2003 | 12,810             | \$2,414,175       |
| 2004 | 12,812             | \$2,508,750       |
| 2005 | 12,787             | \$2,520,456       |

#### Dental Utilization (2003-2005)

|                                   | <b>County<br/>2003</b> | <b>County<br/>2004</b> | <b>County<br/>2005</b> |
|-----------------------------------|------------------------|------------------------|------------------------|
| <b>Claims per 1,000 Employees</b> |                        |                        |                        |
| Class I                           | 9,445                  | 10,367                 | 10,176                 |
| Class II                          | 3,103                  | 2,998                  | 3,400                  |
| Class III                         | 800                    | 833                    | 854                    |
| Orthodontia                       | 212                    | 107                    | 113                    |
| <b>Total</b>                      | <b>13,560</b>          | <b>14,304</b>          | <b>14,543</b>          |
| <b>Cost per Claim</b>             |                        |                        |                        |
| Class I                           | \$54.03                | \$59.56                | \$58.19                |
| Class II                          | \$204.69               | \$213.34               | \$207.54               |
| Class III                         | \$654.39               | \$661.20               | \$698.36               |
| Orthodontia                       | \$1,100.13             | \$1,994.80             | \$2,252.00             |
| <b>Total</b>                      | <b>\$140.28</b>        | <b>\$141.24</b>        | <b>\$147.73</b>        |

Vision Utilization (2003-2005)

|                          | <b>County<br/>2003</b> | <b>County<br/>2004</b> | <b>County<br/>2005</b> |
|--------------------------|------------------------|------------------------|------------------------|
| Claims per 1,000 Members | 85                     | 87                     | 86                     |
| Average Cost per Claim   | \$185                  | \$188                  | \$191                  |
| Percent Examination Only | 32%                    | 33%                    | 34%                    |
| Claims In Network        | 94%                    | 95%                    | 96%                    |

#### **8.4 Appendix B - King County Business Associate Agreement**

Please see King County Business Associate Agreement.doc

#### **8.5 Appendixes for RFP 06-016 OB**

Appendixes referred to in this RFP can be downloaded from the following URL addresses:

##### **Appendix A – Dental Census**

[http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016\\_appendixA\\_dental.xls](http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016_appendixA_dental.xls) (2.25MB Microsoft Excel)

##### **Appendix A – Dental Census**

[http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016\\_appendixA\\_vision.xls](http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016_appendixA_vision.xls) (2.13MB Microsoft Excel)

##### **Appendix B – King County Business Associate Agreement**

[http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016\\_appendixB.pdf](http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016_appendixB.pdf) (18KB PDF)

#### **Appendix C-1 Regular and Local 587 Dental Plan**

[http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016\\_appendixC-1.pdf](http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016_appendixC-1.pdf) (219KB PDF)

#### **Appendix C-2 Regular and Local 587 Dental SMM 2006**

[http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016\\_appendixC-2.pdf](http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016_appendixC-2.pdf) (420KB PDF)

#### **Appendix C-3 Deputy Sheriffs Dental Plan**

[http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016\\_appendixC-3.pdf](http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016_appendixC-3.pdf) (247KB PDF)

#### **Appendix C-4 Deputy Sheriffs Dental SMM 2006**

[http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016\\_appendixC-4.pdf](http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016_appendixC-4.pdf) (343KB PDF)

#### **Appendix D-1 Regular and Local 587 Vision Plan**

[http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016\\_appendixD-1.pdf](http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016_appendixD-1.pdf) (189KB PDF)

#### **Appendix D-2 Regular and Local 587 Vision 2006 SMM**

[http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016\\_appendixD-2.pdf](http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016_appendixD-2.pdf) (420KB PDF)

### **8.6 Exhibits referred to in this RFP can be downloaded from the following URL addresses:**

#### **Exhibit A Dental Disruption**

[http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016\\_exhibitA.xls](http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016_exhibitA.xls) (550KB Microsoft Excel)

#### **Exhibit B Dental Discounts**


[http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016\\_exhibitB.xls](http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016_exhibitB.xls) (45KB Microsoft Excel)

#### **Exhibit C Vision Discounts**

[http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016\\_exhibitC.xls](http://www.metrokc.gov/extranet/procurement/2006/February/GoodsAndServices/06-016/06-016_exhibitC.xls) (48KB Microsoft Excel)

**Enclosure  
Bid Opening Label**

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

| <b>U R G E N T – SEALED BID ENCLOSED</b>  |   |
|---|---|
| <b>Do Not Delay – Deliver Immediately</b>   |   |
| <br><b>King County</b> | <div>King County Procurement &amp;<br/>Contract Services Section<br/>Exchange Building, 8<sup>th</sup> Floor<br/>821 2nd Ave., EXC-FI-0862<br/>Seattle, WA 98104-1598</div> |
| <b>Bid No.</b>  | <b>RFP 06-016 OB</b>  |
| <b>Bid Title</b>  | <b>Dental and Vision Services</b>   |
| <b>Due Date</b>   |   |
| <b>Vendor</b>   |   |